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**FINAL**  
**CITY COUNCIL**  
**CITY OF WICHITA**  
**KANSAS**

City Council Meeting  
09:00 a.m. July 3, 2012

City Council Chambers  
455 North Main

**OPENING OF REGULAR MEETING**

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on June 26, 2012

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**AWARDS AND PROCLAMATIONS**

- Proclamation:  
  
YESS Month.

**I. PUBLIC AGENDA**

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a “first-come, first-served” basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Greg Ferris - Private tows initiated by the Wichita Police Department. – (PULLED PER CITY MANAGER)

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**II. CONSENT AGENDAS (ITEMS 1 THROUGH 21)**

NOTICE: Items listed under the “Consent Agendas” will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the “Consent Agendas” and considered separately

*(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see “ATTACHMENT 1 – CONSENT AGENDA ITEMS” for a listing of all Consent Agenda Items.)*



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**COUNCIL BUSINESS**

**III. UNFINISHED COUNCIL BUSINESS**

None

**IV. NEW COUNCIL BUSINESS**

1. Public Hearing and Issuance of Industrial Revenue Bonds, Bombardier Learjet. (Districts IV and V)

RECOMMENDED ACTION: Close the public hearing and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds for Learjet, Inc. in the amount not-to-exceed \$5,901,383.61, and authorize necessary signatures.

2. Request for Reinstatement and Extension of Letter of Intent for Industrial Revenue Bonds, Cessna Aircraft Company. (Districts III and IV)

RECOMMENDED ACTION: Approve the reinstatement and extension of the 2006 Letter of Intent to issue Industrial Revenue Bonds for Cessna Aircraft Company until December 31, 2012.

3. Public Hearing and Approval of a Façade Improvement Project – 700/704 East Douglas. (District VI)

RECOMMENDED ACTION: Close the public hearing, approve the façade easement and place the maximum assessment ordinance for the 700/704 East Douglas facade improvements on first reading.

4. Wichita Wellness Rewards Incentive Program.

RECOMMENDED ACTION: Approve the Wichita Wellness Rewards program as an additional element within the current employee wellness program.

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**COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES**

**PLANNING AGENDA**

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

**V. NON-CONSENT PLANNING AGENDA**

None

**HOUSING AGENDA**

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

**Fern Griffith, Housing Member is also seated with the City Council.**

**VI. NON-CONSENT HOUSING AGENDA**

None

**AIRPORT AGENDA**

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

**VII. NON-CONSENT AIRPORT AGENDA**

None

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**COUNCIL AGENDA**

**VIII. COUNCIL MEMBER AGENDA**

None

**IX. COUNCIL MEMBER APPOINTMENTS**

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

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(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 21)

**II. CITY COUNCIL CONSENT AGENDA ITEMS**

1. Report of Board of Bids and Contracts dated July 2, 2012.

RECOMMENDED ACTION: Receive and file report; approve Contracts;  
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2012</u>	<u>(Consumption off Premises)</u>
Ly Ngoc Thi Nguyen	Thai Binh Supermarket***	1530 West 21st North
Mandeep Sira	Flying Eagle***	3405 South West

\*Consumption/Tavern less than 50% of gross revenues from sale of food.

\*\*General/Restaurant 50% or more gross revenue from sale of food.

\*\*\*Consumption/Retailer grocery stores, convenience stores etc.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:

- a. Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Sanitary Sewer Extension to serve two unplatted tracts located east of Amidon, north of 29th Street North.  
(District VI)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Agreements/Contracts:

- a. Memorandum of Understanding for the Little Arkansas River Watershed Protection Plan.
- b. Agreement to respread assessments: Woods North 3rd Addition, 468-84485. (District II)
- c. Agreement to respread assessments: Woods North 3rd Addition, 468-84487. (District II)
- d. Agreement to respread assessments: Woods North 3rd Addition, 472-84653 and 448-90363. (District II)
- e. Agreement to Respread Assessments: Angel Fire 2nd Addition. (District IV)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

6. Property Acquisition:

- a. Acquisition of Sewer Easement at 1540 North Freedom Road for the Stonebridge Addition, Lateral 1b,  
Main 19 Project. (District II)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

7. Minutes of Advisory Boards/Commissions

Wichita Employees' Retirement System, May 16, 2012

RECOMMENDED ACTION: Receive and file.

8. Approval of Building Setback Agreement for 114 South Broadway Avenue. (District I)

RECOMMENDED ACTION: Approve the agreement and authorize the necessary signatures.

9. Lease of 230 North Mosley for Wichita Police Department. (District VI)

RECOMMENDED ACTION: Approve the lease, authorize necessary signatures, and approve budget adjustments as required.

10. 13th Street North, Hydraulic to Oliver Sanitary Sewer Improvements. (District I)

RECOMMENDED ACTION: Approve the revised budget, transfer of funds, approve the amending resolution and authorize the necessary signatures.

11. American Heart Association Grant Program. (Districts I, II, and VI)

RECOMMENDED ACTION: Authorize staff to accept grant funding and authorize all necessary signatures.

12. 2012 Special Liquor Tax Contract Renewals.

RECOMMENDED ACTION: Approve the funding and contract renewals for the three providers listed above through calendar year 2013, and authorize the necessary signatures.

13. Donation of Floating Dock at Gander Mountain. (District I)

RECOMMENDED ACTION: Accept the donation, approve the Memorandum of Understanding and authorize all necessary signatures.

14. Acquisition by Eminent Domain of a Tract Required for the Central: 119th to 135th Street Road Improvement Project. (District V)

RECOMMENDED ACTION: Adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real property; and directing the City Attorney to file the appropriate proceedings in the District Court to accomplish such acquisitions.

15. Payment of Condemnation Award, Appraisers Fees and Court Costs in Condemnation Matter to Acquire Property for Public Right of Way for the West Kellogg Freeway Project. (Districts IV and V)

RECOMMENDED ACTION: Authorize payment to the Clerk of the District Court in the amount of \$5,161,847.25 for acquisition of property and easements condemned in the subject case.

16. External Station Survey Contract.

RECOMMENDED ACTION: Approve the selection of Iteris, Inc. to complete the External Station Survey and authorize, as the fiscal agent for the WAMPO, the necessary signatures to execute the contract.

17. Approval for emergency repairs to a process blower at the Lower Arkansas River Water Quality Reclamation Facility Industrial Pretreatment Wastewater Sampling.

RECOMMENDED ACTION: Approve the sole source purchase of the parts and services to repair the original unit as quoted by B & B Electric Motor Company and authorize the necessary signatures.

18. Second Reading Ordinances: (First Read June 26, 2012)  
a. Second Reading Ordinances.

RECOMMENDED ACTION: Adopt the Ordinances.

**II. CONSENT PLANNING AGENDA ITEMS**

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

19. \*DED2012-00007 Dedication of Drainage and Utility Easement for property located on the southeast corner of 37th Street North and Maize Road. (District V)

RECOMMENDED ACTION: Accept the Dedication.

20. \*A12-05 – Annexation of right-of-way for 159th Street East, from Kellogg Drive to Central Avenue. (District II)

RECOMMENDED ACTION: Approve the annexation, place the ordinance on first reading, authorize the necessary signatures and instruct the City Clerk to publish the ordinance after approval on second reading.

**II. CONSENT HOUSING AGENDA ITEMS**

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

**Fern Griffith, Housing Member is also seated with the City Council.**

None

## **II. CONSENT AIRPORT AGENDA ITEMS**

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

21. **\*Airport Board of Bids.**

RECOMMENDED ACTION: Receive and file.

City of Wichita  
City Council Meeting  
July 3, 2012

**TO:** Mayor and City Council

**SUBJECT:** Public Hearing and Issuance of Industrial Revenue Bonds (Bombardier Learjet)  
(Districts IV and V)

**INITIATED BY:** Office of Urban Development

**AGENDA:** New Business

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**Recommendation:** Close the public hearing and place the ordinance on first reading.

**Background:** On November 6, 2007, the City Council approved a Letter of Intent for Industrial Revenue Bonds (“IRBs”) in an amount not-to-exceed \$79,188,000 for Bombardier Learjet (“Learjet”) to finance expansion and modernization of its aircraft manufacturing plant located at Mid-Continent Airport in west Wichita for a five year term. The City Council also approved a 100% five-plus-five year property tax abatement on bond-financed property.

On November 15, 2011, the Wichita City Council approved a \$1,000,000 grant agreement, with matching funds from Sedgwick County, to achieve an Economic Development Administration (EDA) matching grant for infrastructure improvements located on Wichita Airport property. These improvements made way for Learjet to expand its facilities in Wichita to create space for its Center of Excellence in aerospace engineering and information technology, and expansion of the Bombardier Flight Test Center. The total capital investment for this project is approximately \$52,700,000 and will lead to the creation of 450 net new jobs over the next seven years.

The City Council has approved a number of annual IRB issues for Learjet going back to 1961. In 2009, Learjet began requesting semiannual issues. At this time, Learjet is requesting issuance of IRBs in the amount not-to-exceed \$5,901,383.61 to finance its capital investments for the first half of 2012.

**Analysis:** Learjet is a wholly owned subsidiary of Bombardier, Inc. (“Bombardier”), a Canadian corporation headquartered in Montreal, Quebec. Bombardier is engaged in the design, development, manufacturing and marketing of transportation equipment, aerospace and defense products. Learjet is a member of the Bombardier Aerospace Group, and is engaged in the manufacturing and sales of business jet aircraft including the Learjet 40, the Learjet 60, the Learjet 45, and the newest models, the Learjet 70, 75 and 85. Learjet’s principal manufacturing facilities, corporate and marketing offices and the Bombardier Flight Test Center are located at One Learjet Way on Mid-Continent Airport.

Proceeds from the bonds will be used to finance capital investments made by Learjet in the first half of 2012 to expand and equip manufacturing facilities. Investments include building improvements and additions to existing aviation manufacturing and flight testing facilities, as well as the acquisition of machinery and equipment.

The law firm of Kutak Rock, LLP serves as bond counsel in the transaction. Learjet Inc. will purchase the bonds; bonds will not be offered to the public. Learjet has complied with the Standard Conditions contained in the City’s IRB Policy.



**Financial Considerations:** Bombardier Learjet agrees to pay all costs of issuing the bonds and agrees to pay the City's \$2,500 annual IRB administrative fee for the term of the bonds. The City Council has approved a 100% tax abatement of ad valorem property taxes on the expansion project. Bond-financed purchases are also exempt from state and local sales tax. Based on the 2011 mill levy, the estimated tax value of exempted real property for the first full year is approximately \$140,696. This is based on estimated real property improvements of approximately \$4,677,966.

The value of a 100% real property tax exemption as applicable to taxing jurisdictions, based on 2011 mill levies, is as follows:

City	\$ 37,844	State	\$ 1,754
County	\$ 34,416	USD 259	\$ 66,682

The cost/benefit analysis based on the fiscal and economic impact model of the Wichita State University's Center for Economic Development and Business Research was conducted in 2009, with the following benefit/cost ratios:

City overall	2.17 to one
General Fund	1.24 to one
Debt Service	NA
County	1.86 to one
USD 259	1.00 to one
State	46.79 to one

**Goal Impact:** Economic Vitality and Affordable Living. Providing tax abatements to manufacturing businesses helps stabilize the economic base of the community and ensures a steady supply of quality jobs.

**Legal Considerations:** Bond documents required for the issuance of the bonds will be prepared by bond counsel. The form of bond documents will be subject to review and approval by the Law Department prior to the issuance of any bonds.

**Recommendations/Actions:** It is recommended that the City Council close the public hearing and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds for Learjet, Inc. in the amount not-to-exceed \$5,901,383.61, and authorize necessary signatures.

**Attachments:** Bond Ordinance

**ORDINANCE NO. 49-299**

**AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$5,901,383.61 FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE THE INSTALLATION OF IMPROVEMENTS TO CERTAIN EXISTING AVIATION MANUFACTURING AND FLIGHT TESTING FACILITIES AS WELL AS TO FINANCE THE ACQUISITION OF CERTAIN MACHINERY AND EQUIPMENT FOR SUCH FACILITIES LOCATED IN THE CITY OF WICHITA, KANSAS; PRESCRIBING THE FORM AND AUTHORIZING EXECUTION OF A TWENTY-FIRST SUPPLEMENTAL TRUST INDENTURE BY AND BETWEEN THE CITY AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., ST. LOUIS, MISSOURI (THE "TRUSTEE"), AS TRUSTEE WITH RESPECT TO THE BONDS; PRESCRIBING THE FORM AND AUTHORIZING THE EXECUTION OF A TWENTY-FIRST SUPPLEMENTAL LEASE BY AND BETWEEN LEARJET INC. AND THE CITY; APPROVING THE FORM OF A GUARANTY AGREEMENT; AND AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT BY AND BETWEEN THE CITY AND LEARJET INC., AS PURCHASER OF THE BONDS.**

**WHEREAS**, the City of Wichita, Kansas (the "Issuer") is authorized by K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the "Act"), to acquire, purchase, construct, install and equip certain improvements and additions (as defined in the Act) for commercial, industrial and manufacturing purposes, and to enter into leases and lease-purchase agreements with any persons, firm or corporation for said facilities, and to issue revenue bonds for the purpose of paying the cost of any such facilities and to refund such revenue bonds previously issued; and

**WHEREAS**, pursuant to the Act, the Issuer's Governing Body has heretofore: (1) expressed its intent to issue Taxable Industrial Revenue Bonds (Learjet Inc.), in the original aggregate principal amount not to exceed \$86,000,000, pursuant to a Letter of Intent dated September 10, 1996; and (2) expressed its intent to issue Taxable Industrial Revenue Bonds (Learjet Inc.), in the original aggregate principal amount not to exceed an additional \$79,188,000, pursuant to a Letter of Intent dated November 16, 2007 (collectively, the "Letter of Intent"); all for the purpose of paying the cost of constructing, installing and equipping an expansion and improvements to existing aviation manufacturing and flight testing facilities (the "Project"); and

**WHEREAS**, pursuant to various ordinances of the Issuer, the Issuer has heretofore authorized the issuance of twenty series of such taxable industrial revenue bonds, in the original aggregate principal amount of \$114,847,564.75 (the "Outstanding Bonds"), for the purpose of constructing, equipping and installing portions of the Project; and

**WHEREAS**, in connection with the issuance of the Outstanding Bonds, the Issuer has heretofore authorized (i) the execution and delivery of a Trust Indenture dated as of

December 1, 1996, as supplemented and amended from time to time in accordance with the provisions thereof and together with the herein authorized and defined Twenty-First Supplemental Indenture (collectively, the “Indenture”) with The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri (as successor to INTRUST Bank, N.A., Wichita, Kansas), as trustee (the “Trustee”), for the purpose of issuing and securing the Outstanding Bonds and any Additional Bonds (as defined therein), and (ii) the execution and delivery of a Lease Agreement dated as of December 1, 1996, as supplemented and amended from time to time in accordance with the provisions thereof and together with the herein authorized and defined Twenty-First Supplemental Lease (collectively, the “Lease”), by and between the Issuer, as lessor, and Learjet Inc., a Kansas corporation (the “Tenant”), as lessee, under which the proceeds of the Outstanding Bonds were used to pay a portion of the costs of the Project; and

**WHEREAS**, the Issuer has heretofore and does hereby find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue a twenty-first series of its taxable industrial revenue bonds to be designated “City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series II, 2012 (Learjet Inc.)” in the original aggregate principal amount not to exceed \$5,901,383.61 (the “Series II, 2012 Bonds”), for the purpose of installing the improvements to certain existing aviation manufacturing and flight testing facilities, as well as to acquire certain machinery and equipment for the Project (the “Series II, 2012 Additions”); and

**WHEREAS**, the Series II, 2012 Bonds are more fully described in the Twenty-First Supplemental Indenture and the Twenty-First Supplemental Lease hereinafter authorized; and

**WHEREAS**, the Series II, 2012 Bonds and the interest thereon shall not constitute an indebtedness of the Issuer within the meaning of any constitutional provision or statutory limitation, shall not constitute nor give rise to a pecuniary liability of the Issuer, nor shall any Series II, 2012 Bond or the interest thereon be a charge against the general credit or taxing powers of the Issuer; and

**WHEREAS**, the Series II, 2012 Bonds are not general obligations of the Issuer and are payable solely from certain fees, rentals, revenues and other amounts derived by the Issuer pursuant to the Lease, as the same may be further amended and supplemented and, under certain circumstances, from the proceeds of the Series II, 2012 Bonds and insurance and condemnation awards; and

**WHEREAS**, the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of the Series II, 2012 Bonds (i) to execute and deliver a Twenty-First Supplemental Trust Indenture dated as of July 1, 2012 (the “Twenty-First Supplemental Indenture”), for the purpose of issuing and securing the Series II, 2012 Bonds as provided therein; and (ii) to enter into a Twenty-First Supplemental Lease dated as of July 1, 2012 (the “Twenty-First Supplemental Lease”), pursuant to which the Issuer shall cause the Series II, 2012 Additions to be leased to the Tenant in consideration of payments of Series II, 2012 Supplemental Basic Rent, Series II, 2012 Supplemental Additional Rent and other charges provided for therein; and

**WHEREAS**, the Series II, 2012 Bonds shall be equally and ratably secured and on a parity with the Outstanding Bonds and any Additional Bonds (collectively referred to hereinafter as the “Bonds”) subject to any partial redemption or release of pledged property permitted by the Lease or Indenture;

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS AS FOLLOWS:**

**Section 1. Definition of Terms.** All terms and phrases not otherwise defined herein shall have the respective meanings set forth in the Indenture and Lease.

**Section 2. Authority to Cause the Series II, 2012 Additions to be Constructed, Installed and Equipped.** The governing body of the Issuer hereby declares that the Series II, 2012 Additions, if in being, would promote the welfare of the City of Wichita, Kansas, and the Issuer is hereby authorized to cause the Series II, 2012 Additions to be constructed, installed and equipped all in the manner and as more particularly described in the Twenty-First Supplemental Indenture and in the Twenty-First Supplemental Lease hereinafter authorized.

**Section 3. Authorization of and Security for the Series II, 2012 Bonds.** There is hereby authorized and directed to be issued a series of the Issuer’s taxable industrial revenue bonds in an original aggregate principal amount not to exceed \$5,901,383.61 for the purpose of installing the improvements to certain existing aviation manufacturing and flight testing facilities and additions, as well as acquiring certain machinery and equipment to the existing facilities located in the City of Wichita, Kansas, such series of such taxable industrial revenue bonds to be designated “City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series II, 2012 (Learjet Inc.).” The Series II, 2012 Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Indenture. The Series II, 2012 Bonds shall be equally and ratably secured and on a parity with the Outstanding Bonds and any Additional Bonds, subject to any partial redemption or release of pledged property permitted by the Lease or Indenture. The Series II, 2012 Bonds shall be special limited obligations of the Issuer payable solely from the revenues derived by the Issuer pursuant to the Lease, or otherwise in connection with the Project. The Series II, 2012 Bonds shall not be general obligations of or constitute a pledge of the faith and credit of the Issuer within the meaning of any constitutional or statutory provision and shall not be payable in any manner from tax revenues. The Series II, 2012 Bonds shall be secured under the provisions of the Indenture and are authorized hereby.

**Section 4. Authorization of Twenty-First Supplemental Indenture.** The Issuer is hereby authorized to enter into the Twenty-First Supplemental Trust Indenture dated as of July 1, 2012 (the “Twenty-First Supplemental Indenture”), by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, as trustee (the “Trustee”), under which the Issuer shall pledge and assign to the Trustee, for the benefit of the holders of the Bonds, the Trust Estate referenced herein, all upon the terms and conditions set forth in the Indenture.

**Section 5. Lease of the Series II, 2012 Additions.** The Issuer shall cause the Series II, 2012 Additions to be leased by the Issuer to the Tenant pursuant to and in accordance with the provisions of the Twenty-First Supplemental Lease dated as of July 1, 2012 (the Twenty-First Supplemental Lease”), by and between the Issuer and the Tenant.

**Section 6. Authorization of Bond Purchase Agreement.** The Series II, 2012 Bonds shall be sold and delivered to Learjet Inc., upon the terms and subject to the provisions of the Bond Purchase Agreement herein authorized dated as of July 1, 2012 (the “Bond Purchase Agreement”), by and between the Issuer and Learjet Inc., as purchaser.

**Section 7. Approval of Guaranty Agreement.** The form of Guaranty Agreement, dated as of July 1, 2012, pursuant to which the Tenant guarantees to the Trustee, for the benefit of the Owners of the Series II, 2012 Bonds, the full and prompt payment of the principal of, redemption premium, if any, and interest on the Series II, 2012 Bonds, is hereby approved.

**Section 8. Execution of Series II, 2012 Bonds and Agreements.** The Mayor of the Issuer is hereby authorized and directed to execute the Series II, 2012 Bonds and deliver the same to the Trustee for authentication for and on behalf of and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor or Vice Mayor is hereby further authorized and directed to execute and deliver the Twenty-First Supplemental Indenture, the Twenty-First Supplemental Lease and the Bond Purchase Agreement for and on behalf of and as the act and deed of the Issuer with such minor corrections or amendments thereto as the Mayor or Vice Mayor shall approve (which approval shall be evidenced by his execution thereof) and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance. The City Clerk and any Deputy City Clerk of the Issuer are hereby authorized and directed to attest the execution of the Series II, 2012 Bonds, the Twenty-First Supplemental Indenture, the Twenty-First Supplemental Lease and the Bond Purchase Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

**Section 9. Pledge of the Project.** The Issuer hereby pledges the Series II, 2012 Additions and the net revenues therefrom to the payment of the Outstanding Bonds in accordance with K.S.A. 12-1744. The lien created by such pledge shall be discharged when all of the Series II, 2012 Bonds shall be deemed to have been paid within the meaning of the Indenture, as the same may be amended.

**Section 10. Further Authority.** The Issuer shall, and the officers, agents and employees of the Issuer are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Ordinance and to carry out, comply with and perform the duties of the Issuer with respect to the Series II, 2012 Bonds, the Twenty-First Supplemental Indenture, the Twenty-First Supplemental Lease and the Bond Purchase Agreement all as necessary to carry out and give effect to the transaction contemplated hereby and thereby.

**Section 11. Effective Date.** This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City of Wichita, Kansas and publication once in the official newspaper of the Issuer.

**PASSED** by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on July 10, 2012.

**CITY OF WICHITA, KANSAS,**  
as Issuer

By: \_\_\_\_\_  
Carl Brewer  
Mayor

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Karen Sublett  
City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Gary E. Rebenstorf  
City Attorney

**City of Wichita  
City Council Meeting  
July 3, 2012**

**TO:** Mayor and City Council

**SUBJECT:** Request for Reinstatement and Extension of Letter of Intent for Industrial Revenue Bonds (Cessna Aircraft Company) (Districts III and IV)

**INITIATED BY:** Office of Urban Development

**AGENDA:** New Business

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**Recommendation:** Approve the reinstatement and extension of the Letter of Intent for Industrial Revenue Bonds.

**Background:** Since 1990, the City of Wichita has issued \$1,232,277,000 principal amount of Industrial Revenue Bonds (“IRBs”) to finance the expansion and modernization of Cessna Aircraft Company (“Cessna”) facilities in Wichita. Along with the IRBs, the City Council approved a five-plus-five-year 100% ad valorem tax exemption for all Cessna property financed with bond proceeds.

On November 14, 2006 the City of Wichita approved a Letter of Intent (“LOI”) to issue annual IRBs in a total not-to-exceed amount of \$800,000,000 for a period of five years. The LOI was extended by the City Council on November 1, 2011 through December 31, 2011 to accommodate Cessna’s 2011 IRB issue. As of December 31, 2011, Cessna had an unused balance of \$521,358,000 from the 2006 LOI. Cessna is now requesting that the 2006 LOI be reinstated and extended through December 31, 2012 to accommodate the issuance of IRBs for its 2012 expansions.

**Analysis:** Cessna Aircraft Company was incorporated in 1927 to manufacture and sell aircraft. Currently, Cessna Aircraft Company is the largest manufacturer of general aviation aircraft in the world. Cessna also manufactures aircraft parts and accessories and provides aircraft maintenance and support services. Cessna currently has four major product lines: Citation business jets, single engine turboprop Caravans, Cessna single engine piston aircraft and aftermarket services. The family of business jets currently produced by Cessna includes the Citation CJ1, Citation CJ1+, Citation CJ2, Citation CJ3, Citation Bravo, Citation Encore, Citation XLS, Citation Sovereign and Citation X.

Bond proceeds have been utilized to finance expansion and upgrading of facilities located at the Cessna Wichita facilities, including technology and manufacturing equipment to accommodate increased personnel and space required to develop and manufacture the four business jet aircraft produced in Wichita.

An analysis of the uses of IRB funds authorized under the 2006 Letter of Intent is:

Building Improvements	\$ 373,300,000
Furniture, fixtures and tooling	503,970,000
Miscellaneous and contingencies	<u>23,730,000</u>
Total Cost of Project	\$ 800,000,000

Business machinery and equipment (“M&E”) acquired after June 30, 2006 is not subject to ad valorem taxation in the State of Kansas. However, Cessna understands that the M&E tax exemption does not apply to production tooling that is fabricated in-house. Bond proceeds will therefore be used to finance the cost of tooling and not machinery and equipment.

**Financial Considerations:** Cessna Aircraft Company agrees to pay all costs of issuing the bonds and agrees to pay the City’s \$2,500 annual IRB administrative fee for the term of the bonds. Under the City’s Economic Development Incentive policy, the Company qualifies for a 100% five-year tax exemption on property financed with bond proceeds, plus a second five-year exemption subject to City Council review and approval.

A cost/benefit analysis was performed by Wichita State University's Center for Economic Development and Business Research at the time the Letter of Intent was approved in 2006, with the following cost/benefit ratios:

City	1.52 to one
County	1.21 to one
USD 259	1.15 to one
State	4.78 to one

**Goal Impact:** Economic Vitality and Affordable Living. Granting an ad valorem property tax exemption and sales tax exemption will stimulate economic growth for the City of Wichita and Sedgwick County.

**Legal Considerations:** The Law Department has reviewed the extension letter and approved it as to form.

**Recommendations/Actions:** It is recommended that City Council approve the reinstatement and extension of the 2006 Letter of Intent to issue Industrial Revenue Bonds for Cessna Aircraft Company until December 31, 2012.

**Attachments:** None.



**City of Wichita  
City Council Meeting  
July 3, 2012**

**TO:** Mayor and City Council Members  
**SUBJECT:** Public Hearing and Approval of a Façade Improvement Project – 700/704 East Douglas (District VI)  
**INITIATED BY:** Office of Urban Development  
**AGENDA:** New Business

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**Recommendation:** Close the public hearing and approve the first reading of the maximum assessment ordinance.

**Background:** Since 2001, the City of Wichita has operated the Façade Improvement Program, which provides low-cost loans and grants to enhance the visual aesthetics of buildings located in defined areas needing revitalization, including the City’s core area. The low-cost loans are funded through special assessment financing. In 2009, the Façade Improvement Program was revised to require that private funding for overall project costs are at least equal to public funding and that applicants show a financial need for public assistance in order to complete the project, based on the owner’s ability to finance the project and assuming a market-based return on investment.

On June 19, 2012, the City Council accepted a petition from the owners of a building located at 700/704 East Douglas to create a special assessment benefit district and adopt a resolution authorizing façade improvements as part of a larger private renovation project and setting a public hearing for July 3, 2012 to consider the adoption of a maximum assessment ordinance in order to proceed with the façade improvement project.

**Analysis:** The existing project includes the Great Plains Transportation Museum and the five story Player Piano building on Douglas Avenue on the east side of the rail corridor. Player Piano Building, LLC, the developer, plans to renovate the building into 36 apartments and retain the museum. The overall project includes a \$4,119,000 renovation, including extensive interior and exterior improvements to the building. The \$395,000 facade project will include tuck pointing, repair and replacement of windows and doors and additional work to restore the building per historic guidelines.

State law requires a formal public hearing to levy assessments for special assessment benefit districts. By using a maximum assessment ordinance, the City levies the assessments in advance of the improvements being constructed, which protects the City from a protest petition should the building change ownership during the construction period. Once the construction is complete and final costs are known, including financing costs, the assessment ordinance will be amended to reflect the actual costs.

The Office of Urban Development has reviewed financial information provided by the developer, including a pro forma cash flow analysis and a maximum loan amount based on an “as-built” appraisal of the property, and has determined that the project would not provide the developer a reasonable return on investment without using the City’s Facade Improvement Program.

The Office of Urban Development has also conducted a background check on the applicant. The records were reviewed by Urban Development and the Law Department. The records did not reveal any negative information of concern or a risk to the City.

**Financial Considerations:** The proposed maximum assessment amount is \$350,000, based on the following uses of funds:

Façade improvement costs	\$336,015
2% City administrative fee	6,109
Financing costs	<u>52,876</u>
Maximum Assessment	\$395,000

The actual amount to be assessed to the property, not to exceed \$395,000, will be based on a final statement of costs following completion of construction and will be financed with 15-year special assessment general obligation bonds. The project is not eligible for the grant component of the Façade Improvement Program.

As surety to protect the City against possible financial losses resulting from non-completion of the façade project, until the façade project is complete and special assessments can be placed on the property, the owner will provide a letter of credit to the City. Once special assessment bonds are issued, the City's risk will be secured by a tax lien on the property. If a tax foreclosure sale is required for repayment of the façade assessment, the City will have precedence over all other creditors. The maximum assessment amount is 55% of the purchase price of the property being improved. The maximum assessment amount of \$395,000, including financing fees and temporary interest, is 10% of the overall reconstruction costs of \$4,119,000.

**Goal Impact:** Economic Vitality and Affordable Living is advanced through the use of special assessment financing to partner with and leverage investment from property owners to create commercial and residential economic value within the City. This program addresses the Dynamic Core Area and Vibrant Neighborhoods goal by facilitating improvements to privately owned buildings in target areas.

**Legal Considerations:** State statutes provide the City Council authority to use special assessment funding for the project. A formal public hearing is required as part of the approval process. The petition was approved and the resolution was adopted (June 19, 2012) establishing the maximum amount for the special assessment district. The actual amount to be special assessed at the completion of construction may be less, but they may not exceed the amounts included in the petition, resolution and ordinance. The attached Maximum Assessment Ordinance and Façade Easement have been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council close the public hearing, approve the façade easement and place the maximum assessment ordinance for the 700/704 East Douglas facade improvements on first reading.

**Attachments:** Maximum Assessment Ordinance  
Façade Easement

## ORDINANCE NO. 49-300

AN ORDINANCE LEVYING AND ASSESSING MAXIMUM SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND LIABLE FOR SUCH SPECIAL ASSESSMENTS TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS, AS AUTHORIZED BY RESOLUTION NO. 12-144 OF THE CITY (700 AND 704 EAST DOUGLAS FACADE IMPROVEMENT DISTRICT).

WHEREAS, pursuant to Resolution No.12-144 of the City of Wichita, Kansas (the "City") adopted on June 19, 2012, the Governing Body has authorized the creation of an improvement district and the construction of the following improvements (the "Improvements"):

*Facade Improvements at 700 and 704 East Douglas abutting public ways, including Douglas Avenue and an east/west alley.*

WHEREAS, prior to commencement of construction of the Improvements, the City has determined the maximum amount of assessment against each lot, piece or parcel of land deemed to be benefited by the Improvements based on the approved estimate of cost of the Improvements and has held a public hearing on the proposed maximum special assessments to be levied against property in the improvement district for the cost of construction of the Improvements as required by K.S.A. 12-6a09; and

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

**SECTION 1.** Pursuant to K.S.A. 12-6a01 *et seq.*, special assessments to pay the costs of the Improvements are hereby levied and assessed against the lots, pieces and parcels of land liable therefore as described on Exhibit A to this Ordinance, which is incorporated herein by reference, and in the amounts set forth on Exhibit A following the description of each lot, piece or parcel of land; provided, however, that if the final cost of the completed Improvements is less than the maximum amount of the assessments set forth on Exhibit A, the Governing Body of the City shall adjust the assessments to reflect the cost of the completed Improvements.

**SECTION 2.** The amounts so levied and assessed shall be due and payable from and after the date of publication of this Ordinance; and the City Clerk shall notify the owners of the affected properties of the amounts of their assessments, bonds will be issued therefore and such assessments will be levied concurrently with general taxes and be payable in 15 annual installments.

**SECTION 3.** The City Clerk shall certify to the County Clerk, in the same manner and at the same time as other taxes are certified, for a period of 15 years, all of the adjusted assessments as referred to in Section 1, together with interest on such amount thereof at a rate not exceeding the maximum rate as prescribed by the laws of the state of Kansas; and such amounts shall be placed on the tax rolls and collected as other taxes are collected, the levy for each year being a

portion of the principal amount of the assessment plus one year's interest on the amount remaining unpaid.

**SECTION 4.** This Ordinance shall take effect and be in force from and after its publication once in the official City newspaper. The City Clerk is directed to file this Ordinance with the Register of Deeds of Sedgwick County, Kansas.

PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on July 10, 2012.

(Seal)

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Gary Rebenstorf, City Attorney

## **EXHIBIT A**

### **Player Piano Facade Improvement District**

#### **Property Subject to Assessment**

#### **Proposed Maximum Assessment**

Lots 2-4 & Lot 6 Except East 2 feet Douglas Ave,  
in East Wichita Addition of Wichita, Sedgwick County,  
Kansas.  
Pin #00118912  
Geo Code #B-00354

\$395,000.00

## **FACADE EASEMENT FACADE IMPROVEMENT PROGRAM**

**THIS FACADE EASEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between Player Piano Building, LLC, hereinafter called Grantor and the City of Wichita, Kansas, hereinafter called Grantee:

WITNESSETH THAT,

WHEREAS, the Grantee is a municipal corporation pursuant to state law; and

WHEREAS, the Grantee is authorized pursuant to K.S.A. 12-6a01 et. seq. to make or cause to be made improvements which confer a special benefit upon a property within a definable area of the city; and,

WHEREAS, the Grantee may levy and collect special assessments upon property deemed by the governing body to be benefited by such improvement; and,

WHEREAS, the Grantee may acquire an interest in property when necessary for any of the purposes of the statute; and,

WHEREAS, the Grantee is authorized to accept easements necessary for improvements to be financed through special assessment financing pursuant to K.S.A. 12-6a01; and,

WHEREAS, the Grantor is the owner in fee simple of the improved real property consisting of a lot and building improvements located at 700 and 704 East Douglas, Wichita, Kansas; and,

WHEREAS, the Grantor has submitted a Facade Improvement Petition for special assessment financing to improve, restore and enhance the facade of the premises; and,

WHEREAS, the grant of a facade easement by the Grantor to the Grantee will assist in the improvement of the property;

NOW, THEREFORE, in consideration of the sum of ONE and NO/100 DOLLARS (\$1.00), and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey to the Grantee, its successors and assigns, a fifteen (15) year facade easement in and to the premises described herein.

The easement granted herein (which is more particularly described in Attachment "A" and which is incorporated herein by reference) shall constitute a binding servitude upon the premises and shall be deemed to run with the said premises for a period of fifteen (15) years, with said fifteen year period being contemporaneous with the period of time that the said premises are encumbered with special assessment payments related to improvements made to its facade. As a further condition of said easement, Grantor agrees to the following covenants, restrictions and obligations related to said facade:

1. Without the express written consent of the Grantee, signed by an authorized representative of the Grantee, no construction, alteration, remodeling or other action shall be undertaken or permitted to be undertaken which would affect the exterior facade improvements on the premises (including, without limitation the exterior walls, the roofs or chimneys) or which would adversely affect the structural soundness of improvements on the premises. In the event the Grantee does consent to construction, alteration, remodeling or other action which would affect the exterior facade of improvements on the premises, the Grantor agrees that such construction, alteration, remodeling or other action will conform with applicable local, state and federal standards for construction or restoration or rehabilitation of historic property. Grantor agrees on behalf of itself and any successor owners at all times to maintain the premises in good and sound state of repair and to bear the cost of all maintenance and repair of the premises.

2. The premises shall not be divided, diminished or subdivided nor shall the premises ever be devised or conveyed except that the premises may be divided into condominium units, the units may

be conveyed to buyers, and the remainder of the premises may be conveyed to a condominium owners association.

3. The premises shall only be used for a use consistent with the zoning ordinances of the City of Wichita.

4. No other structures may be constructed on the premises during the term of this facade easement without the express written permission of the Grantee, signed by an authorized representative of the Grantee.

5. No utility transmission lines, except those required by the existing structures or by structures permitted by the Grantee, may be placed on or over the premises.

6. No topographical changes shall be made or allowed on the premises without the express written permission of the Grantee, signed by an authorized representative of the Grantee.

7. Grantor agrees that representatives of the Grantee, its successors or assigns, shall be permitted at all reasonable times to inspect the premises. Inspections will normally take place on the exterior of the structures on the premises; however, Grantor agrees that representatives of the Grantee, its successors and assigns, shall be permitted to enter and inspect the structures on the premises to insure maintenance of structural soundness. Inspection of the interior of the structures will not take place more often than annually, in the absence of deterioration, and shall require prior notice to Grantor. Inspection of the interior of the structures will be made at a time mutually agreed upon by the Grantor and Grantee, its successors or assigns, and Grantor will not unreasonably withhold its consent in determining a date and time for such inspections.

8. In the event of a violation of any covenant or restriction herein, the Grantee, its successors and assigns, following reasonable notice to Grantor of the violation, may institute suit to enjoin such violation and to require restoration of the premises in compliance with the covenants or restrictions herein. The Grantee, its successors or assigns, shall also have available all legal and equitable remedies to enforce Grantor's obligations hereunder, and in the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee, its successors and assigns, for any costs or expenses incurred in connection therewith, including court costs and attorney's fees.

9. Grantor agrees that these covenants and restrictions will be inserted by it in any subsequent deed or other legal instrument by which it divests itself of either the fee simple title or its possessory interest in the premises, or any part thereof during the term of this facade easement. Grantor agrees to give Grantee written notice of any sale or mortgage of the premises or any part thereof within a reasonable time after such sale or mortgage.

10. Grantor agrees to maintain the facades of the premises in its original condition and configuration or in a condition or configuration which is agreed to by the Grantee.

11. Nothing herein contained shall impose any obligation or liability on the Grantee for the restoration, renovation, preservation or maintenance of the facades of the premises or any part of the premises. The Grantor shall indemnify and hold harmless the Grantee from any liability for any and all claims, demands, damages, judgments, costs or expenses in connection with the restoration, renovation, preservation and maintenance of the facades of the premises or any part thereof or in connection with the failure to restore, renovate, preserve or maintain the facades of the premise or any part of the premises.

12. The Grantor shall maintain insurance on the premises in such amount and on such terms as will allow the Grantee to restore, repair or rebuild the facade of the premises in the event the facade is damaged or destroyed. In the event of damage to or destruction of the facades of the premises, the Grantor alone may determine that the facade of the premises cannot be reasonably restored, repaired or reconstructed. In such event, the Grantee shall be entitled to receive from the Grantor the greater of the following: the fair market value of the easement granted herein at the time the easement was granted or the fair market value of the easement granted herein immediately before the facade of the premises was damaged or destroyed. However, any payment to the Grantee under the terms of this paragraph shall not terminate the easement granted herein, and the terms of the easement which are still applicable to the

premises shall remain in full force and effect. The provisions of this paragraph shall apply whether or not the Grantor maintains the insurance coverage required by this paragraph. In the event the Grantee receives any payment under the terms of this paragraph, the Grantee shall use such payment in a manner consistent with the purpose of this easement.

13. Grantor acknowledges that the easement granted herein gives rise to a property right, vested immediately, with fair market value that is a minimum ascertainable portion of the fair market value of the premises. Thus, if a subsequent unexpected change in the conditions surrounding the premises makes it impossible or impracticable to preserve the premises for the purposes for which the easement was granted and restrictions imposed by the easement granted herein are terminated by judicial proceedings, the Grantee, on a subsequent sale, exchange or involuntary conversion of the premises, will be entitled to a portion of the proceeds determined in accordance with the ratio that the fair market value of the easement granted herein determined on the date of this Facade Easement is executed, unless state law determines that the Grantor is entitled to full proceeds from the conversion without regard to the terms of the prior restrictions imposed by the Facade Easement. In the event the Grantee receives such proceeds from the subsequent sale, exchange or involuntary conversion of the premises, the Grantee shall use such proceeds in a manner consistent with the terms conservation/enhancement purposes of the easement.

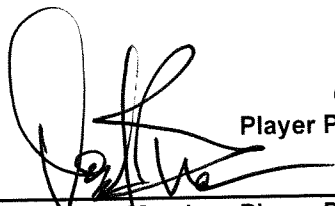
The covenants and restrictions imposed by the aforesaid, shall not only be binding upon the Grantor, but also upon its heirs, assigns, and all other successors in interest, and shall continue as a servitude running for the fifteen year term of the Facade Easement with the land and shall survive the Grantor and any termination of the Grantor's existence. All rights reserved herein to the Grantee shall run for the benefit of and be exercised by its successors, assigns, or by its designee duly authorized.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

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[SIGNATURES FOLLOW ON PAGES BELOW]





GRANTOR:  
Player Piano Building, LLC

David Burk, Member, Player Piano Building, LLC

6-26-12.  
(Date)

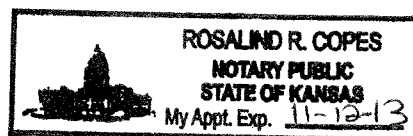
State of KS  
County of SPRINGWICK )

(Date) 6-26-12

Signed or attested before me on  
6-26-12 by  
DAVID BURK

Rosalind R. Copes  
Notary Public

(Seal)



My appointment expires:  
11-12-13

GRANTEE:  
CITY OF WICHITA, KANSAS  
By Direction of the City Council

\_\_\_\_\_  
Carl Brewer,  
Mayor

\_\_\_\_\_  
(Date)

ATTEST:

\_\_\_\_\_  
Karen Sublett,  
City Clerk

\_\_\_\_\_  
(Date)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

\_\_\_\_\_  
(Date)

Signed or attested before me on  
\_\_\_\_\_ by  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public

(Seal)

My appointment expires:  
\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary E. Rebenstorf,  
City Attorney and Director of Law  
of the City of Wichita

\_\_\_\_\_  
(Date)

## **EXHIBIT A**

### **Player Piano Facade Improvement District**

#### **Property Subject to Assessment**

#### **Proposed Maximum Assessment**

Lots 2-4 & Lot 6 Except East 2 feet Douglas Ave,  
in East Wichita Addition of Wichita, Sedgwick County,  
Kansas.

\$395,000.00

Pin #00118912

Geo Code #B-00354

**City of Wichita  
City Council Meeting  
July 3, 2012**

**TO:** Mayor and City Council

**SUBJECT:** Wichita Wellness Rewards Incentive Program

**INITIATED BY:** Department of Finance

**AGENDA:** New Business

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**Recommendation:** Approve the Wichita Wellness Rewards incentive program.

**Background:** The City's Health Insurance Advisory Committee requested a citywide wellness program on January 19, 2006. A request for proposal was issued and a subsequent contract was awarded to Wellness Coaches USA to provide an onsite wellness program. The City's contract with Wellness Coaches USA ran from 2007 through 2010, and consisted of two full-time wellness coaches who administered health risk assessments, individual health consultations, limited biometric testing and health related seminars. It was ultimately determined that the City needed to evolve its wellness program to achieve greater employee engagement.

In 2011, the City redeployed resources to develop its own wellness program, drawing upon the talents of employee representatives from various departments and unions. This program focuses on addressing the four major controllable health issues facing the employee population: diabetes, asthma, depression and high cholesterol. The wellness committee also disseminates general wellness information and health tips, facilitates health-related programs and sponsors group wellness activities. Goals of the City's wellness program include: helping employees establish and maintain healthy lifestyles, learn early recognition techniques of and/or maintain treatment for chronic disease states and serve as an educational resource promoting general well-being. Ultimately, the success of these activities will be measured by the reduced number of employee sick days used, Family Medical Leave Act (FMLA) days requested, and the reduction in frequency and severity of employee health claims paid.

**Analysis:** The recommended revenue needed to maintain the City's self-insured health insurance program increased by 14.9% in 2011 and 15.5% in 2012. Continued annual increases for the cost of healthcare are not sustainable within the current financial environment. To reverse this trend, a robust culture of wellness must be attained. One of the tools used to promote employee wellness is a monetary incentive program that rewards employees for maintaining or reaching specified health related goals. The proposed incentive awards as proposed on Attachment #1 range from \$100 to \$300, depending on the health insurance plan in which the employee is enrolled. Required and optional elements needed to attain the incentive reward are illustrated on Attachment #2. Over time, organizations who have implemented similar incentive programs have experienced a more engaged, healthier workforce, positive effects on claims paid, prescription adherence, disease management and sick leave usage. The Wellness Coalition of America, a leading resource for employee wellness, promotes incentive programs as the path to employee engagement over the shortest timeframe.

Implementation of the Wichita Wellness Rewards program will begin after Open Enrollment of each calendar year. Awards will be paid during the same year, net of taxes. Rules and reporting requirements will be posted each year prior to Open Enrollment. Verification will be turned in to Human Resources and will not require employees to reveal any private health information. Retirees and Consolidated Omnibus Budget Reconciliation Act (COBRA) enrollees will not be eligible to participate. Retirees will realize savings benefits through lower health insurance premiums as the wellness and incentive program matures.

**Financial Considerations:** Annually, the City's contracted benefit consultant and its actuary make recommendations to determine the working rates needed to pay the following year's medical and prescription costs. Of those rates charged to the City and its employees, \$9.70 per member is set aside for wellness costs. As of February 2012, the City's 2,934 health insurance enrollees are estimated to generate \$341,517 paid as part of their annual premiums earmarked for wellness services. It is part of these wellness fees that will pay for the incentive program. In its initial stage, employee participation in the Wichita Wellness Rewards program is considered at an excellent level if it reaches 40%. Attachment #1 illustrates a total cost of \$270,560 if a level of 40% participation is attained during the first year. Over time, and as participation in the incentive program increases, the offset savings in claims paid will fund the increased participation cost.

**Goal Impact:** The Wellness Program is part of the Internal Perspective goal. The Wellness Program is a part of the City's strategic health care plan to reduce costs and improve the health of all City employees. It is designed to avoid costs by lowering future health care premiums, increase employee satisfaction and increase employee's knowledge, skills and abilities.

**Legal Considerations:** The Law Department has reviewed and approved the incentive program as to form.

**Recommendations/Actions:** It is recommended the City Council approve the Wichita Wellness Rewards program as an additional element within the current employee wellness program.

**Attachments:** Cost Illustration, Explanation of Rewards

## Attachment #2

### Wichita Wellness Rewards

<b>Mandatory Elements</b>	
Completion of the City's Medical Services Administrator's Health Risk Assessment	<b>REQUIRED</b>
Documented Annual Physical Checkup with a Primary Care Physician, including Biometric Screening	<b>REQUIRED</b>
<b>Optional Elements Confirmed During Annual Physical</b>	
Blood Pressure within a medically accepted range (with or without medication)	100 pts
Cholesterol within a medically accepted range (with or without medication)	100 pts
Glucose & Triglycerides within a medically accepted range (with or without medication)	100 pts
BMI within a medically accepted range	100 pts
<b>Optional Activities</b>	
<b>Verified Proof Must be Provided</b>	
Completion of a Tobacco Cessation Course	100 pts
Participation in a Weight Loss Program for a minimum of 3 months	100 pts
Verified Weight Loss of 5% Total Body Weight or More	100 pts
Verified Gym Activities Averaged Annually at 3X per Week	100 pts
City-Sanctioned Community Wellness Activities	25 pts per activity
<b>On-line</b> Completion of the Designated HRA	75 pts
Mammogram or PSA Exam	75 pts
Colonoscopy	100 pts
Dental Cleaning	75 pts
<b>Total Score Must Equal 500 Points to Receive a Premium Discount</b>	

*Proof of Mandatory Elements will be the receipt of the "Physician Affidavit" form by the Human Resources Department*

*Employees may combine any of the "Optional" elements and/or activities to reach 500 points*

*Required proof for participation in Optional Activities may include:*

- *Copies of registration forms for activities*
- *Sign-in sheets from City University*
- *Statements from Providers*
- *Copies of Gym sign-in reports*
- *Explanation of Benefits Documents (EOB)*

Wichita Wellness Rewards - Cost Illustration

Attachment #1

(Premiums are based on 2012 rates.)

(Enrollment as of 02/29/2012)

<u>Plan (Active Employees)</u>	<u>Enrollment Split</u>	<u>Lump-Sum Reward</u>	<u>100%</u>	<u>60%</u>	<u>50%</u>	<u>40%</u>
Premium Employee	708	\$ 200.00	\$ 141,600.00	\$ 84,960.00	\$ 70,800.00	\$ 56,640.00
Premium Family	1674	\$ 300.00	\$ 502,200.00	\$ 301,320.00	\$ 251,100.00	\$ 200,880.00
Select Employee	86	\$ 100.00	\$ 8,600.00	\$ 5,160.00	\$ 4,300.00	\$ 3,440.00
Select Family	120	\$ 200.00	\$ 24,000.00	\$ 14,400.00	\$ 12,000.00	\$ 9,600.00
			<b>\$ 676,400.00</b>	<b>\$ 405,840.00</b>	<b>\$ 338,200.00</b>	<b>\$ 270,560.00</b>

Total Premium Contributions to Wellness:

\$9.70 PEPM x 2934 (Active, Retirees, Cobra) x 12 months = \$341,517.60

Employee Premium Cost Per Month:

Premium Employee	\$ 95.32
Premium Family	\$ 285.24
Select Employee	\$ 29.86
Select Family	\$ 88.82

Total Premium Cost Per Month:

Premium Employee	\$ 476.56
Premium Family	\$ 1,426.11
Select Employee	\$ 392.87
Select Family	\$ 1,175.01

**PRELIMINARY ESTIMATES  
FOR CITY COUNCIL JULY 3, 2012**

- a. Storm Water Improvements Alta & Ellis (west of S Hydraulic Ave, south of E MacArthur Rd) (468-84799/660531/857107) Local traffic shall be maintained with minimal street closures not to exceed 48 hours. (District III) - \$42,269.00
- b. Storm Water Sewer No. 662 Phase 2 to serve Hampton Square 2nd Addition (north of 37th St N, west of Maize) (468-84773b/751500/485391) Does not affect existing traffic. (District V) - \$596,000.00
- c. Water Distribution System to serve Glenview Addition (south of 21st St N, west of Greenwich) (448-90552/735477/470150) Traffic to be maintained during construction using flagpersons and barricades. (District II) - \$29,000.00
- d. Lateral 13, Main 16, Four Mile Creek Interceptor Sewer to serve Glenview Addition (south of 21st St N, west of Greenwich) (468-84818/744336/480028) Traffic to be maintained during construction using flagpersons and barricades. (District II) - \$68,000.00
- e. Storm Water Sewer #663 to serve Glenview Addition (south of 21st St N, west of Greenwich) (468-84819/751509/485400) Traffic to be maintained during construction using flagpersons and barricades. (District II) - \$80,000.00



**PRELIMINARY ESTIMATE of the cost of:**

Storm Water Improvements Alta & Ellis  
(west of S Hydraulic Ave, south of E MacArthur Rd)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

**LUMP SUM BID ITEMS**

1	Site Clearing	1	LS
2	Site Restoration	1	LS
3	Fill, Sand (Flushed & Vibrated)	34	lf
4	Grading, Ditch	245	lf
5	Pipe, SWS 18"	67	lf
6	Inlet Hookup	2	ea
7	Inlet, Curb (Type 1) (L=5' W=3')	2	ea
8	Traffic Control	1	LS

**MEASURED QUANTITY BID ITEMS**

9	Concrete Pavement 7"	145	sy
10	Crushed Rock Base 5", Reinforced	156	sy
11	BMP, Curb Inlet Protection	2	ea
12	BMP, Erosion Control Mat	287	sy

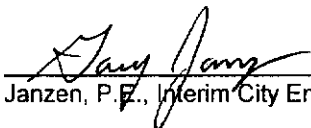
**Construction Subtotal**

Engineering & Inspection  
Administration  
Publication  
Water Dept

**Total Estimated Cost****\$42,269.00**

CITY OF WICHITA)  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
Gary Janzen, P.E., Interim City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
(DATE)

\_\_\_\_\_  
City Clerk

857107(660531) 468-84799

Page \_\_\_\_\_

EXHIBIT \_\_\_\_\_

**PRELIMINARY ESTIMATE of the cost of:**

Storm Water Sewer No. 662 Phase 2 to serve Hampton Square 2nd Addition  
(north of 37th St N, west of Maize)

All work done and all materials furnished to be in accordance with plans and specifications  
on file in the office of the City Engineer.

**LUMP SUM BID ITEMS**

1	Sodding	2,720	cy
2	Mobilization	1	LS
3	Quarry Block Pond Liner - Shoreline Protection	645	lf

**MEASURED QUANTITY BID ITEMS**

4	BMP, Construction Entrance	1	ea
---	----------------------------	---	----

**Construction Subtotal**

Design Fee  
Engineering & Inspection  
Administration  
Publication  
Contingency  
Phase 1 (Des, Insp, Constr)


**Total Estimated Cost**

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**\$596,000.00**

CITY OF WICHITA)  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
Gary Janzen, P.E., Interim City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
(DATE)

---

City Clerk

485391(751500) 468-84773b  
Page \_\_\_\_\_

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**EXHIBIT**

To be Bid: June 22, 2012

**PRELIMINARY ESTIMATE of the cost of:**Water Distribution System to serve Glenview Addition  
(south of 21st St N, west of Greenwich)All work done and all materials furnished to be in accordance with plans and specifications  
on file in the office of the City Engineer.**Group 1 - LUMP SUM BID ITEMS (735477)**

1	Pipe, WL 6"	381	lf
2	Pipe, WL 8"	485	lf
3	Fire Hydrant Assembly	2	ea
4	Blowoff Assembly 2"	1	ea
5	Site Clearing	1	LS
6	Site Restoration	1	LS

**Group 1 - MEASURED QUANTITY BID ITEMS (735477)**

7	BMP, Silt Fence	550	lf
---	-----------------	-----	----

**Construction Subtotal**Design Fee  
Engineering & Inspection  
Administration  
Publication  
Contingency**Total Estimated Cost****\$29,000.00**CITY OF WICHITA)  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
Gary Janzen, P.E. Interim City EngineerSworn to and subscribed before me this \_\_\_\_\_  
(DATE)\_\_\_\_\_  
City Clerk

470150(735477) 448-90552

Page \_\_\_\_\_

EXHIBIT \_\_\_\_\_

**PRELIMINARY ESTIMATE of the cost of:**

Lateral 13, Main 16, Four Mile Creek Interceptor Sewer to serve Glenview Addition  
Glenview Addition

All work done and all materials furnished to be in accordance with plans and specifications  
on file in the office of the City Engineer.

**Group 2 - LUMP SUM BID ITEMS (744336)**

1	Pipe, SS 8"	865	If
2	MH, Type P, Standard (4')	6	ea
3	Pipe Stub, 4"	2	ea
4	Riser Assembly 4", Vertical	1	ea
5	Riser Assembly 4", Vertical w/8"x4" Saddle Tee	5	ea
6	Site Clearing	1	LS
7	Site Restoration	1	LS
8	Air Testing, SS Pipe	865	If

**Group 2 - MEASURED QUANTITY BID ITEMS (744336)**

BMP, Construction Entrance	1	ea
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**Construction Subtotal**

Design Fee  
Engineering & Inspection  
Administration  
Publication  
Contingency


**Total Estimated Cost**

---

\$68,000.00

CITY OF WICHITA)  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
Gary Janzen, P.E., Interim City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
(DATE)

480028(744336) 468-84818

Page \_\_\_\_\_

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City Clerk

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EXHIBIT

**PRELIMINARY ESTIMATE of the cost of:**

Storm Water Sewer #663 to serve Glenview Addition  
(south of 21st St N, west of Greenwich)

All work done and all materials furnished to be in accordance with plans and specifications  
on file in the office of the City Engineer.

<b>Group 3 - LUMP SUM BID ITEMS (751509)</b>		
1	Headwall RC 18"	1 ea
2	Pipe, RCP 15"	153 lf
3	Pipe, RCP 18"	125 lf
4	Inlet, Curb (Type 1A) (L=5', W=3')	1 ea
5	Inlet, Drop (Double)	2 ea
6	MH, Standard SWS (4')	1 ea
7	Seeding, Temporary	1 LS
8	Grading, Easement	1 LS
9	Site Clearing	1 LS
10	Site Restoration	1 LS
<b>Group 3 - MEASURED QUANTITY BID ITEMS (751509)</b>		
11	BMP, Erosion Control Mat	87 sy

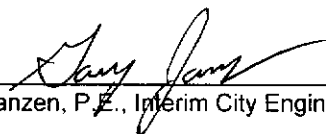
**Construction Subtotal**

Design Fee  
Engineering & Inspection  
Administration  
Publication  
Contingency

**Total Estimated Cost****\$80,000.00**

CITY OF WICHITA)  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
Gary Janzen, P.E., Interim City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
(DATE)

\_\_\_\_\_  
City Clerk

485400(751509) 468-84819

Page \_\_\_\_\_

EXHIBIT \_\_\_\_\_

City of Wichita  
City Council Meeting  
July 3, 2012

**TO:** Mayor and City Council

**SUBJECT:** Sanitary Sewer Extension to serve two Unplatted Tracts located east of Amidon, north of 29th Street North (District VI)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve the project.

**Background:** The project will extend a sanitary sewer line to two existing properties that are currently on septic systems. The signatures on the petition represent 100% of the resident owners and 100% of the improvement district area.

**Analysis:** The project will construct an 8" lateral sewer from an existing manhole so it is adjacent to both properties.

**Financial Considerations:** Estimated cost of the sanitary sewer extension is \$25,000, which will be assessed to the improvement district. The method of assessment is the fractional basis with each lot paying for half of the total cost.

**Goal Impact:** This project addresses the Ensure Efficient infrastructure goal by providing sanitary sewer to a developed area.

**Legal Considerations:** The resolution has been approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the project, adopt the resolution, authorize the necessary signatures and authorize the signing of encroachment/utility agreements as required.

**Attachments:** Map, CIP sheet, resolution and assessment roll.

<b>CAPITAL IMPROVEMENT</b>  <b>PROJECT AUTHORIZATION</b>  <b>CITY OF WICHITA</b>																			
USE: To Initiate Project <input checked="checked" type="checkbox"/> X To Revise Project <input type="checkbox"/>				1. Prepare in triplicate 2. Send original & 2 copies to budget. 3. City Manager to sign all copies. 4. File original w/ initiating resolution in City Clerk. 5. Return 2nd copy to initiating department. 6. Send 3rd copy to Controller.															
<b>1. Initiating Department</b>	<b>2. Initiating Division</b>	<b>3. Date</b>	<b>4. Project Description &amp; Location</b>																
Public Works & Utilities	Eng & Arch	6/15/2012	Sanitary Sewer in Unplatted Tract																
<b>5. CIP Project Number</b>	<b>6. Accounting Number</b>	<b>7. CIP Project Date (Year)</b>	<b>8. Approved by WCC Date</b>																
NI		2012																	
<b>9. Estimated Start Date</b> As Required	<b>10. Estimated Completion Date</b> As Required		<b>11. Project Revised</b>																
<b>12. Project Cost Estimate</b>				<b>12A.</b>															
<b>ITEM</b>	<b>GO</b>	<b>SA</b>	<b>OTHER*</b>	<b>TOTAL</b>															
Right of Way																			
Paving, grading & const.																			
Bridge																			
Drainage																			
Sanitary Sewer		\$25,000		\$25,000															
Sidewalk																			
Water																			
Traffic Signals & Turn Lanes																			
<b>Totals</b>		\$25,000		\$25,000															
<b>Total CIP Amount Budgeted</b>																			
<b>Total Prelim. Estimate</b>																			
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%; text-align: center;">Yes</td> <td style="width: 15%; text-align: center;">No</td> </tr> <tr> <td>Platting Required</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Lot Split</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Petition</td> <td style="text-align: center;">X</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Ordered by WCC</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table> </div> <div style="width: 50%;"> <b>Remarks:</b>             100% Petition             *Sanitary Sewer Utility             Lateral 171, Sanitary Sewer No. 22             468-84840         </div> </div>						Yes	No	Platting Required	<input type="checkbox"/>	<input type="checkbox"/>	Lot Split	<input type="checkbox"/>	<input type="checkbox"/>	Petition	X	<input type="checkbox"/>	Ordered by WCC	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No																	
Platting Required	<input type="checkbox"/>	<input type="checkbox"/>																	
Lot Split	<input type="checkbox"/>	<input type="checkbox"/>																	
Petition	X	<input type="checkbox"/>																	
Ordered by WCC	<input type="checkbox"/>	<input type="checkbox"/>																	
<b>13. Recommendation: Approve the petition and adopt the resolution</b>																			
<b>Division Head</b>		<b>Department Head</b>		<b>Budget Officer</b>															
<b>Date</b>		<b>Date</b>		<b>Date</b>															

First Published in the Wichita Eagle on July 6, 2012

**RESOLUTION NO. 12-170**

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 171, SANITARY SEWER NO. 22 (EAST OF AMIDON, NORTH OF 29TH ST. NORTH) 468-84840** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 171, SANITARY SEWER NO. 22. (EAST OF AMIDON, NORTH OF 29TH ST. NORTH) 468-84840** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO- WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 171, Sanitary Sewer No. 22 (east of Amidon, north of 29th St. North) 468-84840**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of the lateral sanitary sewer improvements provided for hereof is estimated to be **Twenty-Five Thousand Dollars (\$25,000)**, exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **June 1, 2012**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:



### **UNPLATTED TRACTS**

In Section 31, Township 26S, Range 1E

Beginning 20 Feet North & 722.4 Feet East of Southwest Corner Southeast 1/4 Northeast 1/4 North 200 Feet East 109 Feet South 200 Feet West to Beginning (A-80-UP)

Beginning 20 Feet North & 831.4 Feet East of Southwest Corner Southeast 1/4 Northeast 1/4 North 200 Feet East 109 Feet South 200 Feet West to Beginning (A-81-UP)

SECTION 4. That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis with each parcel paying (1/2) of the total cost assessed to the improvement district. With each parcel described above.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 3rd day July 2012.

---

CARL BREWER, MAYOR

ATTEST:

---

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

---

GARY E. REBENSTORF  
DIRECTOR OF LAW







RECEIVED

JUN 13 '12

SANITARY SEWER PETITION

To the Mayor and City Council  
Wichita, Kansas

CITY CLERK OFFICE

*Lateral 171, SS No. 22*

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

*468-84840*

Unplatted Tracts

**In Section 31, Township 26S, Range 1E**

Beginning 20 Feet North & 722.4 Feet East of Southwest Corner Southeast  $\frac{1}{4}$  Northeast  $\frac{1}{4}$  North  
200 Feet East 109 Feet South 200 Feet West to Beginning (A-80-UP)

Beginning 20 Feet North & 831.4 Feet East of Southwest Corner Southeast  $\frac{1}{4}$  Northeast  $\frac{1}{4}$  North  
200 Feet East 109 Feet South 200 Feet West to Beginning (A-81-UP)

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended:

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being **Twenty Five Thousand Dollars (\$25,000)**, exclusive of the cost of interest on borrowed money, with **100 percent** payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata rate of 1 percent per month from and after **June 1, 2012**.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a **Fractional** basis with each parcel paying (1/2) of total cost assessed to the improvement district. With each parcel described above.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<b>Unplatted Tracts</b>		
BEG 20 FT N & 722.4 FT E OF SW COR SE1/4 NE1/4 N 200 FT E 109 FT S 200 FT W TO BEG SEC 31-26-1E	MINOR JOHN W <i>John W Minor</i>	6/13/12

BEG 20 FT N & 831.4 FT E  
OF SW COR SE1/4 NE1/4 N  
200 FT E 109 FT S 200 FT W  
TO BEG SEC 31-26-1E

KINNEY DON H & WILLIAM H

*Michael R Webb*

*6-13-12*

*Linda E Webb*

*6-13-12*

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief.

Shawn Melles  
Name

455 W Main  
Address

268 - 4632  
Telephone Number

Sworn to and subscribed before me this 13<sup>th</sup> day of June, 2012.



[Signature]  
Deputy City Clerk

Estimated assessments for Sanitary Sewer to serve properties on 33rd St N, east of Porter						06/20/12	cost	\$25,000.00			
Key No.	Property Owner	Property Address	Legal Description	Area (sq. ft.)	Estimated Assessment*	Annual Payment**	Resident Owners	area rate	64164	Area Signed	Res. Own. Signed
UNPLATTED TRACTS											
A 0008000UP	MINOR JOHN W	1226 W 33RD ST N	BEG 20 FT N & 722.4 FT E OF SW COR SE 1/4 NE 1/4 N 200 FT E 109 FT S 200 FT W TO BEG SEC 31-26-1E	22098	\$12,500	\$920	1				
A 0008100UP	WEBB MICHAEL R & LINDA E	1218 W 33RD ST N	BEG 20 FT N & 831.4 FT E OF SW COR SE 1/4 NE 1/4 N 200 FT E 109 FT S 200 FT W TO BEG SEC 31-26-1E	22135	\$12,500	\$920	2				
Totals:				44233	\$25,000		3				
Abbreviations:											
et al. = and others											
et ux. = and wife											
et vir. = and husband											
nr = non resident											
* Estimated assessment for the sewer lateral construction based on a fractional basis excluding inflation, and/or temporary financing.											
This cost does not include the Sewer Plant Equity Fee, approximately \$1350 for a residential property, or for installation of the private sewer line.											
** Estimated Annual escrow payment based on 4% bond sale rate, and spread over 20 years:											
BREAKDOWN OF PROJECT COSTS											
Amount assessed to the improvement district				\$25,000							
Add: City Share for Main (0%)				\$0							
Total Estimated project cost				\$25,000							



City of Wichita  
City Council Meeting  
July 3, 2012

**TO:** Mayor and City Council

**SUBJECT:** Memorandum of Understanding for the Little Arkansas River Watershed Protection Plan (All Districts)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve the Memorandum of Understanding (MOU).

**Background:** On August 2, 2005, the City Council approved a MOU with the McPherson County Conservation District to assist in funding Best Management Practices (BMPs) in the Little Arkansas River watershed aimed at reducing atrazine in the river. Atrazine is a herbicide widely used in corn and sorghum production and has been determined to be the primary pollutant of concern for the Equus Beds Aquifer Storage and Recovery project (ASR). Atrazine must be removed from the river water prior to being recharged into the Equus Beds Aquifer. Subsequent MOUs have been approved since 2006.

**Analysis:** The City's participation in this agreement benefits the ASR project. BMPs reduce treatment costs by limiting the amount of atrazine in the river that must otherwise be removed through ASR treatment. BMPs under this program have been shown to effectively reduce atrazine by 40% in the areas where they have been installed. BMPs have been implemented through this program to specifically reduce atrazine on 27,031 acres of fields in vulnerable areas through 2011. It has been estimated that atrazine is used on approximately 300,000 acres of cropland in the Little Ark watershed.

The MOU with the McPherson County Conservation District provides up to 100% cost share funding as an incentive for producers to install BMPs. The McPherson County Conservation District approves eligible projects and utilizes Environmental Protection Agency grant money administered through Kansas Department of Health and Environment (KDHE) to fund 50% of the cost share reimbursements. The City of Wichita provides the remaining 50% for these approved projects. The City of Wichita also pays 50% of the cost for BMP projects that do not fall under the grant funding eligibility requirements. The producer pays the other 50% for these projects.

BMP effectiveness is ensured by close oversight. The Little Arkansas Watershed Advisory was created under the McPherson County Conservation District to review and approve BMPs in the watershed. A monitoring program, under Kansas State University Research and Extension Office, is being used to verify the effectiveness of the BMPs.

Other collaborative efforts benefit this program. KDHE provides funds for educational efforts, demonstrations and some monitoring; Kansas State University Research and Extension performs water quality monitoring and analysis, BMP implementation and delivery of educational programs; and the Natural Resources Conservation Service assists with BMP implementation.

**Financial Considerations:** The Production and Pumping 2012 Operations Budget has allocated \$50,000 in 2012 for the Little Arkansas Watershed project.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by maintaining and optimizing public facilities and assets.

**Legal Considerations:** The Law Department has approved the Memorandum of Understanding as to form.

**Recommended Action:** It is recommended that the City Council approve the agreement and authorize the necessary signatures.

**Attachments:** Memorandum of Understanding.

**Memorandum of Understanding  
Between  
McPherson County Conservation District  
And  
The City of Wichita**

*Purpose:* The implementation of certain practices in the Little Arkansas River watershed above the City of Wichita's water intake points has positive impacts on the quality of the water for the City's groundwater recharge project. In 2006 a demonstration project was initiated to evaluate the effectiveness of implementing Best Management Practices (BMP's) for atrazine in the Little Arkansas Watershed. Five sub-watersheds were selected to study with three targeted for rapid implementation of BMP's and the two adjoining watersheds receiving no special programs for atrazine. In years two and three, the project expanded to include three more watersheds targeted for BMP implementation. In this three year study (2006-2008), atrazine BMP's were implemented on 30,295 acres of grain sorghum and corn. Water quality monitoring data has shown significant reductions in concentrations and annual loadings of atrazine in those streams of watersheds where Best Management Practices (BMP's) were implemented. Varying weather conditions over the three year period allowed us to more accurately evaluate these BMP's and predict results for other areas of the watershed. We continue to see tremendous interest and participation in this program. More than 95% of those contacted have implemented atrazine BMP's. EPA has granted a 4B alternative for the three original watersheds. This designation is their recognition of the plan in place by local citizens to reduce atrazine levels in the watershed. It also creates a need to continue the emphasis on BMP implementation and monitoring of water quality changes in these sub-watersheds. The Little Arkansas Watershed Program leadership team intends to continue studying these original watersheds. They also recognize the importance of using these predictable results to encourage growers in other vulnerable areas of the watershed to begin implementing atrazine BMP's. In 2011, 9144 acres of corn and grain sorghum fields in those vulnerable areas had atrazine BMP's implemented. This is an increase of over 2100 acres in the last two years. The total number of acres with atrazine BMP implementation was 27,031 acres in 2011. It is the goal of the LAWP leadership team to include additional vulnerable fields as funding allows. It is the intent of this Memorandum of Understanding (MOU) to provide an incentive to producers within the watershed to install these beneficial practices and to provide up to 100% cost share reimbursement, within the county average costs, to producers who install beneficial practices as recommended by K-State Research and Extension (KSRE) or Natural Resources Conservation Service (NRCS), and to establish the procedure by which payments to those producers will be processed. Under the Little Arkansas Watershed Program (LAWP), the producer can apply for funding to implement or install eligible improvements approved by the Little Arkansas Watershed Advisory (LAWA). Upon approval and completion of the practices, the producer will receive reimbursement amounting to 50% of the county average cost, or actual cost, whichever is less, for implementing those improvements, from the McPherson County Conservation District utilizing KDHE (EPA 319 funds). The intention of this MOU is to facilitate a means whereby the producer could receive up to 100% reimbursement by having the city of Wichita provide up to a 50% cost share payment for the improvements. For other innovative practices recommended by KSRE or NRCS, that are not currently covered under existing programs, the City of Wichita will provide cost reimbursement up to 50%, or an incentive payment based on KSRE and SCC experience, as recommended and approved by the LAWA. The remaining costs would be the responsibility of the producer. The

LAWA will review applications for cost reimbursement and will make decisions for approval based on available payments and the impact of implementing specific practices. This MOU will cover cost share practices installed under the FY 2012 program year beginning September 1, 2011 through August 31, 2012.

*McPherson County Conservation District Responsibilities:*

The District will:

1. Maintain official records relative to farms and, through the LAWP leadership team, determine the producer's eligibility to participate in the LAWP and other official records.
2. Be responsible for maintaining County Average Costs. County Average Costs will be the basis for determining if the practice(s) instituted by the producer were done in a cost effective manner. Expenses incurred by the producer above the County Average Cost will not be eligible for reimbursement.
3. Provide to the City a breakdown of the units (acres, lineal feet, etc.) performed which will include a copy of the CS4 form showing:
  - a. Best Management Practice (BMP) applied.
  - b. Total of the units applied or completed.
  - c. The County Conservation District County Average Cost for the BMP.
  - d. Dollar amount eligible for cost-share.
  - e. Dollar amount paid by cost-share fund.
4. Administer the cost share amount to the producer for KDHE (EPA 319) LAWP funds.
  - a. The total amount of LAWP funds available varies yearly with \$100,000 available for FY 2012. This consists of equal amounts of EPA 319 funds (\$50,000) and Wichita funds (\$50,000).
  - b. The maximum cost share to a single producer in a fiscal year will be reviewed annually.
5. Provide to the City of Wichita the name, address and Social Security number of the producer completing the demonstration, the type of practice implemented, and the legal description of the demonstration site. Producers will also provide a completed Vendor Registration Form to the City.
6. Provide an accounting of the program to all County Conservation Districts in the Little Arkansas Watershed.

*City of Wichita Responsibilities:*

The City will:

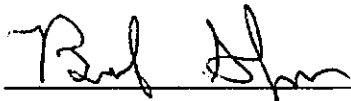
1. Maintain official records relative to the Little Arkansas Watershed Program (LAWP).
2. Will process payments and send them to the producer after a request for payment is received from the McPherson County Conservation District.

3. Provide notification to the McPherson County Conservation District of payments as soon as possible within workload requirements.

4. Provide funding in the amount up to \$50,000 to the Little Arkansas Watershed Program (LAWP) for FY 2012. Funding will be reviewed annually.

Both Parties:

1. This agreement can be modified with written consent of both parties.
2. This agreement can be terminated with 60 days written notice of either party.



McPherson County Conservation District

City of Wichita

4-3-2012

Date

Date

Approved as to Form:

By: Dan E. Rehnert, Chairman

**City of Wichita  
City Council Meeting  
July 3, 2012**

**TO:** Mayor and City Council

**SUBJECT:** Agreement to Respread Assessments: Woods North 3rd Addition (468-84485)  
(District II)

**INITIATED BY:** Department of Finance

**AGENDA:** Consent

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**Recommendation:** Approve the agreement.

**Background:** The landowners, Greenwich/4, LLC and Ritchie Development Corporation have submitted an agreement to respread special assessments within Woods North 3<sup>rd</sup> Addition.

**Analysis:** The land was originally included in an improvement district for Sanitary Sewer Improvements. The purpose of the agreement is to respread special assessments on a fractional basis for each lot. Without the Respread Agreement, the assessments will be spread on a square foot basis.

**Financial Considerations:** There is no cost to the City.

**Goal Impact:** The City of Wichita aggressively uses special assessments to lower the cost of residential developments. In doing so, the City's program satisfies the City Council's goal to promote Economic Vitality and Affordable Living. The program supports this goal through partnering with stakeholders in the development community and sustains affordable living by lowering the costs of commercial property development.

**Legal Considerations:** The agreement has been reviewed and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the agreement and authorize the necessary signatures.

**Attachments:** Respread Agreement.

AGREEMENT  
BY AND BETWEEN

THE CITY OF WICHITA, KANSAS

Party of the First Part

and

Greenwich/4, LLC, a Kansas limited liability company, and  
Ritchie Development Corporation, a Kansas corporation,

Parties of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal Sanitary Sewer Improvements within the city limits of the City of Wichita; and

WHEREAS, Parties of the Second Part are the landowners of all or part of the improvement district; and desire that a reassessment be made; and

WHEREAS, Party of the First Part and Parties of the Second Part are both desirous of accomplishing such a reassessment.

Now, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Lots 28 through 30, Block D, Woods North Addition, Wichita, Sedgwick County, Kansas (Key No. C-63227 through C-63229), now platted as Lots 1 through 3, Block A, Woods North 3<sup>rd</sup> Addition, Wichita, Sedgwick County, Kansas, were part of the improvement district where said improvements have been made for the following City Projects:

Phase 1 Sanitary Sewer Improvements (Lat. 1, Main 26, FMC)  
Project No. 468-84485

2. The Parties agree to reassess the costs for said improvements in the following manner:

Lots 1 through 3, Block A, Woods North 3<sup>rd</sup> Addition, shall each pay 1/3 of the total cost apportioned to the property described above.

3. The Parties of the Second Part are the owners of the property described in Section One above and said Parties of the Second Part hereby waive the notice and hearing requirements of K.S.A. 12-6a12 (b) with respect to the reassessment herein described.

4. The Parties of the Second Part further waive their right to appeal the special assessments for the above mentioned projects (including the described reassessment) and agree that no suit to set aside said assessment shall be brought by them nor shall they in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in levying the special assessments therefore.

5. The Parties of the Second Part further agree that they will indemnify the Party of the First Part against any and all costs, expenses, claims and adjustments for which the Party of the First Part is held responsible or which are entered against the Party of the First Part arising out as a result of the reassessment herein described.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

The City of Wichita, Kansas

By: \_\_\_\_\_  
Carl Brewer, Mayor  
Party of the First Part

Approved as to form:

Attest:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

\_\_\_\_\_  
Karen Sublett, City Clerk



STATE OF KANSAS            )  
SEDGWICK COUNTY        )       SS:

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Carl Brewer, as Mayor of The City of Wichita, Kansas, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

\_\_\_\_\_  
Notary Public

My Appointment Expires: ---  
  
\_\_\_\_\_

Parties of the Second Part:

Greenwich/4, LLC  
By: Ritchie Associates, Inc., Manager

Ritchie Development Corporation

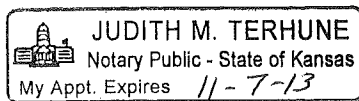
By: [Signature]  
Kevin M. Mullen, President

By: [Signature]  
Kevin M. Mullen, President

STATE OF KANSAS           )  
COUNTY OF SEDGWICK    )    SS:

BE IT REMEMBERED, that on this 15<sup>th</sup> day of March, 2012, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Kevin M. Mullen, as President of Ritchie Associates, Inc., a Kansas Corporation, as Manager of Greenwich/4, LLC, a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



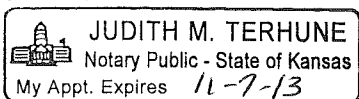
[Signature]  
Notary Public

(My Appointment Expires: 11-7-13)

STATE OF KANSAS           )  
COUNTY OF SEDGWICK    )    SS:

BE IT REMEMBERED, that on this 15<sup>th</sup> day of March, 2012, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Kevin M. Mullen, as President of Ritchie Development Corporation, a Kansas Corporation, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



[Signature]  
Notary Public

(My Appointment Expires: 11-7-13)

**City of Wichita  
City Council Meeting  
July 3, 2012**

**TO:** Mayor and City Council

**SUBJECT:** Agreement to Respread Assessments: Woods North 3rd Addition (468-84487)  
(District II)

**INITIATED BY:** Department of Finance

**AGENDA:** Consent

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**Recommendation:** Approve the agreement.

**Background:** The landowners, Greenwich/4, LLC and Ritchie Development Corporation have submitted an agreement to respread special assessments within Woods North 3<sup>rd</sup> Addition.

**Analysis:** The land was originally included in an improvement district for Storm Water Drain Improvements. The purpose of the agreement is to respread special assessments on a fractional basis for each lot. Without the Respread Agreement, the assessments will be spread on a square foot basis.

**Financial Considerations:** There is no cost to the City.

**Goal Impact:** The City of Wichita aggressively uses special assessments to lower the cost of residential developments. In doing so, the City's program satisfies the City Council's goal to promote Economic Vitality and Affordable Living. The program supports this goal through partnering with stakeholders in the development community and sustains affordable living by lowering the costs of commercial property development.

**Legal Considerations:** The agreement has been reviewed and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the agreement and authorize the necessary signatures.

**Attachments:** Respread Agreement.

AGREEMENT  
BY AND BETWEEN

THE CITY OF WICHITA, KANSAS

Party of the First Part

and

Greenwich/4, LLC, a Kansas limited liability company, and  
Ritchie Development Corporation, a Kansas corporation,

Parties of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal Storm Water Drain Improvements within the city limits of the City of Wichita; and

WHEREAS, Parties of the Second Part are the landowners of all or part of the improvement district; and desire that a reassessment be made; and

WHEREAS, Party of the First Part and Parties of the Second Part are both desirous of accomplishing such a reassessment.

Now, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Lots 30 through 46, Block A, Lots 28 through 34, Lots 60 through 71, Block D, Lots 9 through 14, Block E, and Lots 1 through 12, Block F, Woods North Addition, Wichita, Sedgwick County, Kansas (Key No. C-63170 through C-63186, C-63227 through C-63233, C-63259 through C-63270, and C-63300 through C-63317), now platted as Lots 1 through 12, Block A, Lots 1 through 18, Block B, Lots 9 through 24, Block C, and Lots 22 through 34, Block D, Woods North 3<sup>rd</sup> Addition, Wichita, Sedgwick County, Kansas, were part of the improvement district where said improvements have been made for the following City Projects:

Phase 1 Storm Water Drain No. 346  
Project No. 468-84487

2. The Parties agree to reassess the costs for said improvements in the following manner:

Lots 1 through 12, Block A, Lots 1 through 18, Block B, Lots 9 through 24, Block C, and Lots 22 through 34, Block D, Woods North 3<sup>rd</sup> Addition shall each pay 1/59 of the total cost apportioned to the property described above;

3. The Parties of the Second Part are the owners of the property described in Section One above and said Parties of the Second Part hereby waive the notice and hearing requirements of K.S.A. 12-6a12 (b) with respect to the reassessment herein described.

4. The Parties of the Second Part further waive their right to appeal the special assessments for the above mentioned projects (including the described reassessment) and agree that no suit to set aside said assessment shall be brought by them nor shall they in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in levying the special assessments therefore.

5. The Parties of the Second Part further agree that they will indemnify the Party of the First Part against any and all costs, expenses, claims and adjustments for which the Party of the First Part is held responsible or which are entered against the Party of the First Part arising out as a result of the reassessment herein described.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

The City of Wichita, Kansas

By: \_\_\_\_\_

Carl Brewer, Mayor  
Party of the First Part

Approved as to form:

Attest:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

\_\_\_\_\_  
Karen Sublett, City Clerk

STATE OF KANSAS            )  
SEDGWICK COUNTY        )       SS:

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Carl Brewer, as Mayor of The City of Wichita, Kansas, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

\_\_\_\_\_  
Notary Public

My Appointment Expires:

\_\_\_\_\_

Parties of the Second Part:

Greenwich/4, LLC

By: Ritchie Associates, Inc., Manager

Ritchie Development Corporation

By: \_\_\_\_\_

Kevin M. Mullen, President

By: \_\_\_\_\_

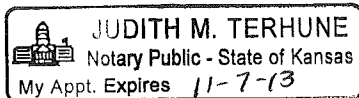
Kevin M. Mullen, President

STATE OF KANSAS )

COUNTY OF SEDGWICK ) SS:

BE IT REMEMBERED, that on this 15<sup>th</sup> day of March, 2012, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Kevin M. Mullen, as President of Ritchie Associates, Inc., a Kansas Corporation, as Manager of Greenwich/4, LLC, a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Judith M. Terhune  
Notary Public

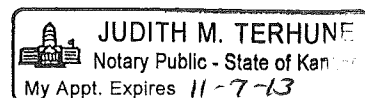
(My Appointment Expires: 11-7-13)

STATE OF KANSAS )

COUNTY OF SEDGWICK ) SS:

BE IT REMEMBERED, that on this 15<sup>th</sup> day of March, 2012, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Kevin M. Mullen, as President of Ritchie Development Corporation, a Kansas Corporation, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Judith M. Terhune  
Notary Public

(My Appointment Expires: 11-7-13)

**City of Wichita**  
**City Council Meeting**  
July 3, 2012

**TO:** Mayor and City Council

**SUBJECT:** Agreement to Respread Assessments: Woods North 3rd Addition  
(472-84653 and 448-90363)  
(District II)

**INITIATED BY:** Department of Finance

**AGENDA:** Consent

---

**Recommendation:** Approve the agreement.

**Background:** The landowners, Greenwich/4, LLC and Ritchie Development Corporation have submitted an agreement to respread special assessments within Woods North 3<sup>rd</sup> Addition.

**Analysis:** The land was originally included in improvement districts for Paving Improvements and Water Distribution System Improvements. The purpose of the agreement is to respread special assessments on a fractional basis for each lot. Without the Respread Agreement, the assessments will be spread on a square foot basis.

**Financial Considerations:** There is no cost to the City.

**Goal Impact:** The City of Wichita aggressively uses special assessments to lower the cost of residential developments. In doing so, the City's program satisfies the City Council's goal to promote Economic Vitality and Affordable Living. The program supports this goal through partnering with stakeholders in the development community and sustains affordable living by lowering the costs of commercial property development.

**Legal Considerations:** The agreement has been reviewed and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the agreement and authorize the necessary signatures.

**Attachments:** Respread Agreement.



AGREEMENT  
BY AND BETWEEN

THE CITY OF WICHITA, KANSAS

Party of the First Part

and

Greenwich/4, LLC, a Kansas limited liability company, and  
Ritchie Development Corporation, a Kansas corporation,

Parties of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal Water Main and Paving Improvements within the city limits of the City of Wichita; and

WHEREAS, Parties of the Second Part are the landowners of all or part of the improvement district; and desire that a reassessment be made; and

WHEREAS, Party of the First Part and Parties of the Second Part are both desirous of accomplishing such a reassessment.

Now, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Lots 30 through 46, Block A, Lots 28 through 92, Block D, Lots 1 through 14, Block E, and Lots 1 through 12, Block F, Woods North Addition, Wichita, Sedgwick County, Kansas (Key No. C-63170 through C-63186, and C-63227 through C-63317), now platted as Lots 1 through 21, Block A, Lots 1 through 18, Block B, Lots 1 through 24, Block C, and Lots 1 through 50, Block D, Woods North 3<sup>rd</sup> Addition, Wichita, Sedgwick County, Kansas, were part of the improvement district where said improvements have been made for the following City Projects:

Paving Improvements to 127<sup>th</sup> St. E. (Phase I)  
Project No. 472-84653

Water Main Improvements  
Project No. 448-90363

2. The Parties agree to reassess the costs for said improvements in the following manner:

Lots 1 through 21, Block A, Lots 1 through 18, Block B, Lots 1 through 24, Block C, and Lots 1 through 50, Block D, Woods North 3<sup>rd</sup> Addition, shall each pay 1/113 of the total cost apportioned to the property described above.

3. The Parties of the Second Part are the owners of the property described in Section One above and said Parties of the Second Part hereby waive the notice and hearing requirements of K.S.A. 12-6a12 (b) with respect to the reassessment herein described.

4. The Parties of the Second Part further waive their right to appeal the special assessments for the above mentioned projects (including the described reassessment) and agree that no suit to set aside said assessment shall be brought by them nor shall they in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in levying the special assessments therefore.

5. The Parties of the Second Part further agree that they will indemnify the Party of the First Part against any and all costs, expenses, claims and adjustments for which the Party of the First Part is held responsible or which are entered against the Party of the First Part arising out as a result of the reassessment herein described.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the  
\_\_\_\_\_ day of \_\_\_\_\_, 2012.

The City of Wichita, Kansas

By: \_\_\_\_\_  
Carl Brewer, Mayor  
Party of the First Part

Approved as to form:

Attest:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

\_\_\_\_\_  
Karen Sublett, City Clerk

STATE OF KANSAS            )  
SEDGWICK COUNTY        )       SS:

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Carl Brewer, as Mayor of The City of Wichita, Kansas, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

\_\_\_\_\_  
Notary Public

My Appointment Expires: -

\_\_\_\_\_

Parties of the Second Part:

Greenwich/4, LLC  
By: Ritchie Associates, Inc., Manager

Ritchie Development Corporation

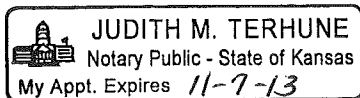
By: [Signature]  
Kevin M. Mullen, President

By: [Signature]  
Kevin M. Mullen, President

STATE OF KANSAS           )  
COUNTY OF SEDGWICK    )    SS:

BE IT REMEMBERED, that on this 15<sup>th</sup> day of March, 2012, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Kevin M. Mullen, as President of Ritchie Associates, Inc., a Kansas Corporation, as Manager of Greenwich/4, LLC, a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



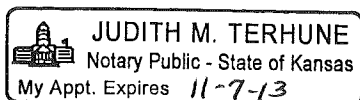
[Signature]  
Notary Public

(My Appointment Expires: 11-7-13)

STATE OF KANSAS           )  
COUNTY OF SEDGWICK    )    SS:

BE IT REMEMBERED, that on this 15<sup>th</sup> day of March, 2012, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Kevin M. Mullen, as President of Ritchie Development Corporation, a Kansas Corporation, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



[Signature]  
Notary Public

(My Appointment Expires: 11-7-13)

**City of Wichita  
City Council Meeting  
July 3, 2012**

**TO:** Mayor and City Council

**SUBJECT:** Agreement to Respread Assessments: Angel Fire 2<sup>nd</sup> Addition  
(District IV)

**INITIATED BY:** Department of Finance

**AGENDA:** Consent

---

**Recommendation:** Approve the agreement.

**Background:** The landowner, Caywood, LLC has submitted an agreement to respread special assessments within Angel Fire 2<sup>nd</sup> Addition.

**Analysis:** The land was originally included in improvement districts for Storm Water Drain Improvements and Water Main Improvements. The purpose of the agreement is to respread special assessments on a fractional basis for each lot. Without the Respread Agreement, the assessments will be spread on a square foot basis.

**Financial Considerations:** There is no cost to the City.

**Goal Impact:** The City of Wichita aggressively uses special assessments to lower the cost of residential developments. In doing so, the City's program satisfies the City Council's goal to promote Economic Vitality and Affordable Living. The program supports this goal through partnering with stakeholders in the development community and sustains affordable living by lowering the costs of commercial property development.

**Legal Considerations:** The agreement has been reviewed and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the agreement and authorize the necessary signatures.

**Attachments:** Respread Agreement.

AGREEMENT  
BY AND BETWEEN

THE CITY OF WICHITA, KANSAS

Party of the First Part

and

Caywood, LLC, a Kansas limited liability company,  
Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal Storm Water Drain and Water Main Improvements within the City Limits of the City of Wichita; and

WHEREAS, Party of the Second Part is the landowner of all or part of the improvement district; and desires that a reassessment be made; and

WHEREAS, Party of the First Part and Party of the Second Part are both desirous of accomplishing such a reassessment.

Now, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Lots 11 through 41, Block B, and Lots 1 through 18, Block D, Angel Fire Addition, Wichita, Sedgwick County, Kansas (Key No. D-55239 through D -55269, inclusive, and D-55332 through D-55349, inclusive) now platted as Lots 1 through 26, Block A, and Lots 1 through 16, Block B, Angel Fire 2<sup>nd</sup> Addition, Wichita, Sedgwick County, Kansas, were part of the improvement district where said improvements have been made for the following City Projects:

Storm Water Drain #161 Improvements  
Project No. 468-83184  
Water Main (47<sup>th</sup> St. South) Improvements  
Project No. 448-89520

2. The Parties agree to reassess the costs for said improvements in the following manner:

Lots 1 through 26, Block A, and Lots 1 through 16, Block B, Angel Fire 2<sup>nd</sup> Addition, shall each pay 1/42 of the total cost apportioned to the property described above.

3. The Party of the Second Part is the owner of the property described in Section One above and said Party of the Second Part hereby waives the notice and hearing requirements of K.S.A. 12-6a12 (b) with respect to the reassessment herein described.

4. The Party of the Second Part further waives its right to appeal the special assessments for the above mentioned projects (including the described reassessment) and agree that no suit to set aside said assessment shall be brought by them nor shall they in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in levying the special assessments therefore.

5. The Party of the Second Part further agrees that they will indemnify the Party of the First Part against any and all costs, expenses, claims and adjustments for which the Party of the First Part is held responsible or which are entered against the Party of the First Part arising out as a result of the reassessment herein described.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The City of Wichita, Kansas

By: \_\_\_\_\_  
Carl Brewer, Mayor  
Party of the First Part

Approved as to form:

Attest:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

\_\_\_\_\_  
Karen Sublett, City Clerk

STATE OF KANSAS            )  
SEDGWICK COUNTY        )       SS:

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Carl Brewer, as Mayor of The City of Wichita, Kansas, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

\_\_\_\_\_  
Notary Public

My Appointment Expires: --

\_\_\_\_\_



Party of the Second Part:

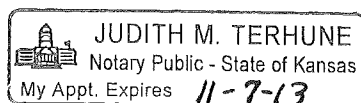
Caywood, LLC

By:   
Mathias F. Eck, Manager

STATE OF KANSAS           )  
SEDGWICK COUNTY       )       SS:

BE IT REMEMBERED, that on this 8<sup>th</sup> day of December, 2011, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Mathias F. Eck as Manager of Caywood, LLC, a Kansas limited liability company, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



  
Notary Public

My Appointment Expires:

11-7-13

**CITY OF WICHITA**  
**City Council Meeting**  
July 3, 2012

**TO:** Mayor and City Council Members

**SUBJECT:** Acquisition of Sewer Easement at 1540 North Freedom Road for the Stonebridge Addition, Lateral 1b, Main 19 Project (District II)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the acquisition.

**Background:** On December 19, 2006, the City Council approved the reconstruction and rehabilitation of sanitary sewer lines as part of the Capital Improvement Program. To reduce the maintenance along Main 19, the sanitary sewer lift station located at 1600 North Freedom Road will be eliminated. A new sewer line will be installed and connected to the infrastructure east of the existing lift station. To accommodate the project, it is necessary to acquire a triangular shaped parcel at the northeastern corner of 1540 N. Freedom. The parcel consists of 124 square feet and will be maintained as a perpetual easement. 1540 N. Freedom is improved as a single-family residence however; the improvements are removed from the acquisition area.

**Analysis:** The owner agreed to accept the estimated market value of \$625, or \$125 for the permanent easement and \$500 as compensation for damages to landscaping and trees.

**Financial Considerations:** A budget of \$825 is requested. This includes \$625 for the easement and \$200 for title work and recording fees. The acquisition will be funded from future revenue bonds and/or Sewer Utility cash reserves.

**Goal Impact:** The acquisition of this parcel is necessary to ensure Efficient Infrastructure as this area is rapidly growing.

**Legal Considerations:** The Law Department has approved the contract as to form.

**Recommendation/Action:** It is recommended that the City Council; 1) approve the Budget; 2) approve the contract and authorize the necessary signatures and; 3) authorize the payment.

**Attachments:** Real estate purchase agreement, tract map and aerial map.

## REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this 5<sup>th</sup> day of June, 2012 by and between the Kyle M. Stephenson Revocable Trust dated August 9, 1995 and the Natalie Anne Stephenson Trust dated August 9, 1995, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a municipal corporation, hereinafter referred to as "Buyer," whether one or more.

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to convey to the Buyer a perpetual easement for the construction and maintenance of sanitary sewer in, upon and under the following described tract, to wit:

Beginning at the northeast corner of Lot 43, Block 1, Savanna At Castle Rock Ranch 5<sup>th</sup> Addition, an Addition to Sedgwick County, Kansas; thence south along the east line of said Lot 43, Block 1 a distance of 11 feet; thence northwesterly a distance of 25.1 feet, more or less, to a point on the north line of said Lot 43, Block 1; thence east along said north line a distance of 22.5 feet to the point of beginning. Said easement contains 124 square feet, more or less.

2. The Buyer hereby agrees to purchase and pay to the Seller, as consideration for the conveyance to him of the above described easements and as compensation for damages, including but not limited to landscaping, the sum of Six Hundred Twenty-Five Dollars and No Cents (\$625) in the manner following, to-wit: cash at closing.

3. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

4. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before June 22, 2012.

5. The Seller further agrees to convey the above described easement with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

6. Where possible, all excavation work in finished lawn areas/easements should be performed in such a manner to protect shrubs, trees, and sod not shown or directed to be removed. Buyer, at its cost, hereby agrees to restore turf grass to a condition comparable to that prior to construction.


7. Possession to be given to Buyer at closing.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

**WITNESS OUR HANDS AND SEALS** the day and year first above written.


**SELLER:**


**KYLE M. STEPHENSON REVOCABLE TRUST DATED AUGUST 9, 1995:**

  
\_\_\_\_\_  
Kyle M. Stephenson, Trustee

  
\_\_\_\_\_  
Natalie Anne Stephenson, Trustee

**NATALIE ANNE STEPHENSON TRUST DATED AUGUST 9, 1995:**

  
\_\_\_\_\_  
Kyle M. Stephenson, Trustee

  
\_\_\_\_\_  
Natalie A. Stephenson, Trustee

**BUYER:**

**ATTEST:**

\_\_\_\_\_  
Carl Brewer, Mayor

\_\_\_\_\_  
Karen Sublett, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

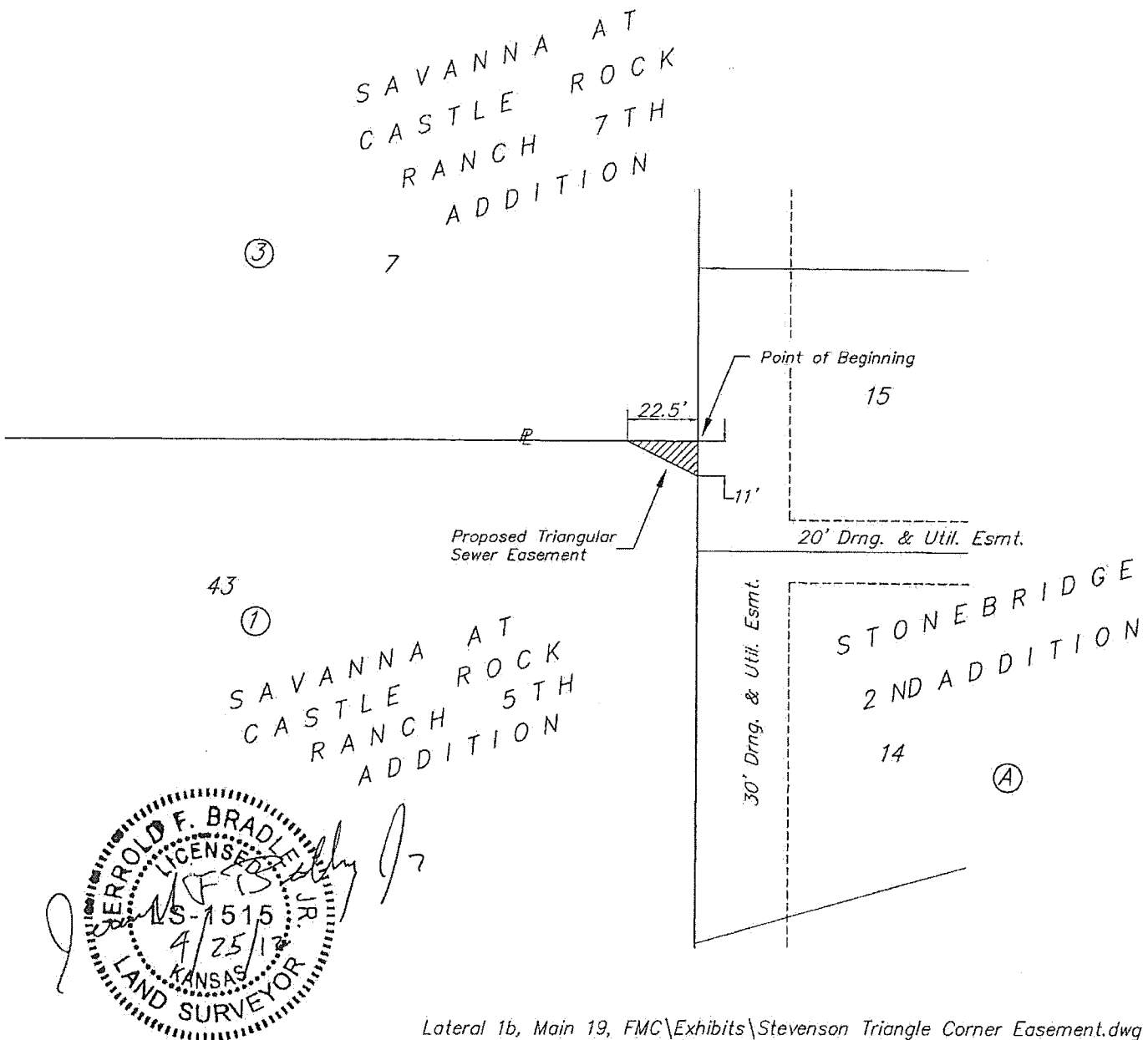
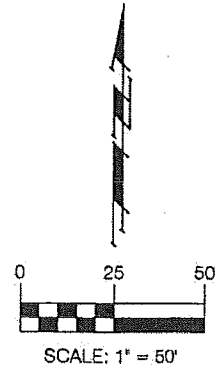
# LEGAL DESCRIPTION:

## EXHIBIT

A Sanitary Sewer Easement in Sedgwick County, Kansas, More Fully Described as Follows:

Beginning at the northeast corner of Lot 43, Block 1, Savanna At Castle Rock Ranch 5th Addition, an Addition to Sedgwick County, Kansas; thence south along the east line of said Lot 43, Block 1 a distance of 11 feet; thence northwesterly a distance of 25.1 feet, more or less, to a point on the north line of said Lot 43, Block 1; thence east along said north line a distance of 22.5 feet to the Point of Beginning.

Said Easement Containing 124 Sq. Ft., more or less.



Lateral 1b, Main 19, FMC\Exhibits\Stevenson Triangle Corner Easement.dwg



Baughman Company, P.A.

315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149

ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

Project Number 12-04-E742

# 1540 Freedom



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc., to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

**CITY OF WICHITA**  
**City Council Meeting**  
July 3, 2012

**TO:** Mayor and City Council

**SUBJECT:** Approval of Building Setback Agreement for 114 South Broadway Avenue  
(District I)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the agreement.

**Background:** Slawson Investment Corporation owns the building located at 124 South Broadway Avenue. The owner is in the process of renovating the building. Based on the renovation plans, the International Building Code of the City of Wichita requires fifteen feet of open space between the building and adjacent structures. The property to the north, 114 South Broadway, is owned by the City of Wichita and is currently being developed as open space and park.

**Analysis:** The building at 124 South Broadway is located virtually on the property line. To meet the fifteen feet setback requirement, the City will need to agree that the south fifteen feet of the City property will not be developed with a structure. Any structure developed on the City property that had any openings on the south side would be subject to the same fifteen foot setback requirement. The City has a standard form for defining building setbacks. These types of agreements are relatively common in redeveloping areas of the City. Definition of the setback will facilitate the redevelopment and utilization of this property.

**Financial Considerations:** There is no financial cost to the City. Redevelopment of 124 South Broadway will increase the property tax valuation in the area.

**Goal Impact:** The approval of this agreement facilitates Economic Vitality and Affordable Living and Core Area and Neighborhood Vitality by facilitating development in a redeveloping neighborhood.

**Legal Considerations:** The Law Department has approved the agreement as to form.

**Recommendation/Action:** It is recommended that the City Council approve the agreement and authorize the necessary signatures.

**Attachments:** Agreement

## **BUILDING SETBACK AGREEMENT**

For protection of exterior walls and openings

THIS BUILDING SETBACK AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of June, 2012, by and between the City of Wichita, Kansas ("Grantor") and Slawson Investment Corporation, a Kansas corporation ("Grantee").

WHEREAS, Grantor is the owner of the following described land, to-wit (the "Grantor's Tract"):

Lots 1 and 3, except the south 1.3 feet of Lot 3, on Lawrence Avenue, now Broadway Avenue, in N.A. English's Addition to the City of Wichita, Sedgwick County, Kansas;

WHEREAS, Grantee is the owner of the following described land, to-wit (the "Grantee's Tract"):

Lots 5, 7, 9 and 11 and the South 1.30 feet of Lot 3, on Lawrence Avenue, now Broadway Avenue, in N.S. English's Addition to the City of Wichita, Sedgwick County, Kansas; and

WHEREAS, in order to meet certain standards of the International Building Code adopted by the City of Wichita, Kansas concerning the improvements located on the Grantee's Tract, it is necessary to establish an open space and building setback over a portion of the Grantor's Tract.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Grantor hereby creates a fifteen foot setback (the "Setback") from its south property line and agrees that it will not construct any structure within the Setback that would cause the improvements on the Grantee's Tract to fail to meet the International Building Code of the City of Wichita, Kansas regarding protection of exterior walls and/or openings. The Setback is created for the protection of northern exterior wall and openings now located on Grantee's Tract as required by the International Building Code adopted by the City of Wichita, Kansas.
2. Grantor or Grantee, at any time, unilaterally and without the necessity of obtaining the consent of the other, may revoke said open space and adjust setback line as described in Section 1 above by executing and placing of record a document so stating. Grantor and Grantee agree in the event of the vacation or revocation of said open space and/or adjusted setback line as described in Section 1 above, which would cause the improvements, if any, to then fail to meet the International Building Code of the City of Wichita, Kansas regarding protection of exterior walls and/or openings, to take such action as necessary to bring their improvements into compliance with the International Building Code of the City of Wichita, Kansas.
3. This Agreement shall be deemed to be a covenant running with the land and shall be binding upon the successors and assigns of the parties whereto.
4. In the event any portion of this Agreement is revoked by either party or both, a written notice of such revocation shall be given to the Superintendent of Central Inspection for the City of Wichita, Kansas.



IN WITNESS WHEREOF, this Declaration has been executed as of the date first above written.

CITY OF WICHITA, KANSAS

\_\_\_\_\_  
Carl Brewer, Mayor

SLAWSON INVESTMENT  
CORPORATION

\_\_\_\_\_  
Jerry D. Jones Vice President

STATE OF KANSAS            )  
                                      ) ss:  
COUNTY OF SEDGWICK    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of June, 2012, by Carl Brewer, the Mayor of the City of Wichita, Kansas.

\_\_\_\_\_  
Notary Public

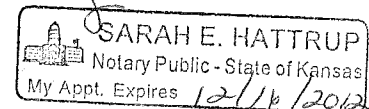
My Commission Expires:

STATE OF KANSAS            )  
                                      ) ss:  
COUNTY OF SEDGWICK    )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of June, 2012, by Jerry D. Jones, Vice President of Slawson Investment Corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
December 16, 2012



**CITY OF WICHITA**  
**City Council Meeting**  
July 3, 2012

**TO:** Mayor and City Council

**SUBJECT:** Lease of 230 North Mosley for Wichita Police Department (District VI)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the lease.

**Background:** Since March 16, 2004, the Wichita Police Department has leased 1,300 square feet at 321 North Mead in the Old Town Cinema complex for the Patrol South Officers. This lease expired April 30, 2012. A replacement space has been identified at 230 North Mead. The new space has 2,000 square feet compared to the current 1,300 square feet. The space is well located to provide coverage to the Old Town area as well as access to the core area.

**Analysis:** The proposed lease has a five year term and calls for rent of \$11,580 per year payable in monthly installments. This equates to \$965 per month, or \$5.79 per square foot. In addition, the tenant is required to pay its pro-rata share of operating expenses. These are currently \$6.21 per square foot (\$1,035 per month) or \$12,420 annually, adjusted annually to reflect actual costs. This amount, \$12 per square foot, compares to the prior lease rate of \$19.86 per square foot. The landlord has agreed to build out the space to the police's specifications at his cost.

**Financial Considerations:** Rent and operating costs will be paid for out of the Police Department operating budget.

**Goal Impact:** This lease promotes a Safe and Secure Community.

**Legal Considerations:** The Law Department has approved the lease as to form.

**Recommendation/Action:** It is recommended that the City Council approve the lease, authorize necessary signatures, and approve budget adjustments as required.

**Attachments:** Premises map and lease agreement.

## LEASE AGREEMENT

This Lease is made and entered into, effective this \_\_\_\_ day of June 2012,

by and between:

South Beech Development, L.L.C., a Kansas Limited Liability Corporation, hereinafter referred to as LANDLORD

and

The City of Wichita, hereinafter referred to as TENANT.

In consideration of the payments, covenants and agreements contained within this Lease, the parties agree as follows:

### ARTICLE 1 PREMISES

#### 1.1 Leased Premises:

LANDLORD hereby leases to TENANT the following described real property located in the City of Wichita, Sedgwick County, Kansas:

Suite D, 230 North Mosley, Wichita, KS

a portion of the "Building" as outlined in red on Exhibit "A", containing approximately 2,000 square feet (which shall hereinafter be referred to as the Leased Premises), subject to the terms and conditions contained herein.

#### 1.2 Definitions:

The term "Building" shall include the four exterior walls, the roof above and all space enclosed by the walls and the roof.

The term "Common Area" shall be defined as on the outside of the Building, the following but not limited to, exterior windows; the plaza and parking area to the east and sidewalks on the east and south side; and the trash/service area to the north.

The term "Parking" shall refer to the Parking District that was established by the City of Wichita that allows occupancy within the buildings located in the "Old Town Marketplace District overlay". For the right to use this parking the City of Wichita charges a monthly fee based upon the Old Town Zoning Overlay.

The term "Commercial Operating Cost" shall include the total of only the following:

- Property taxes and all special taxes
- Maintenance and utility expenses by LANDLORD of the Common Areas
- Parking cost to the City of Wichita
- Property insurance
- Trash
- Management fee of 5% of the Rent

#### 1.3 Access, Parking, Easements and Other Matters:

From and after the Commencement Date, LANDLORD grants TENANT, and its shareholders, employees, invitees, and licensees the rights under this Lease to use in common with LANDLORD and other tenants, occupants and visitors to the Building the Common Area. LANDLORD reserves the right to increase, reduce or change the size, height, layout, or location of the Building and its common areas and facilities (but not to the Leased Premises). No easement, license or other right to light, air, or view is created by this Lease. The Leased Premises do not include, and TENANT is given no right to use, control or occupy, the exterior wall surfaces of the Building and the parking structure of the Building. All space in or adjacent to the Leased Premises used for shafts, stacks, pipes, conduits, fan rooms, ducts, utility lines, sinks, and other Building facilities, and access thereto through the Leased Premises is reserved for the LANDLORD.

Parking rights are on a first come serve basis within the parking lots in the Parking District.

### ARTICLE 2 – TERM

#### 2.1 Term:

The Base Term of this Lease shall commence, hereafter referred to as Commencement Date, on September 1, 2012 and will expire on August 31, 2017.

### ARTICLE 3 – RENT

For the purposes of this Lease, "Rent" shall mean, "Base Rent" and "Additional Rent"

#### 3.1 Base Rent:

TENANT agrees to pay LANDLORD, as Base Rent during the Base Term for the Leased Premises a total sum of Fifty-Seven Thousand, Nine Hundred Dollars and No Cents (\$57,900.00) in equal installments of Nine Hundred and Sixty-Five Dollar and No Cents (\$965.00) paid in advance at the beginning of each and every month during the Base Term of the Lease. In the event the Commencement Date is a day other than the first day of a calendar month, Base Rent for the first partial month shall be prorated and paid on or prior to the Commencement Date.

### 3.2 Additional Rent:

TENANT shall pay to LANDLORD as Additional Rent the following:

TENANT'S pro rata of the LANDLORD'S Commercial Operating Cost. As used in this Lease, Tenant's pro rata share is 21.19%.

TENANT shall pay to LANDLORD the estimated monthly installments of Additional Rent on the dates the Base Rent is due, which estimated Additional Rent shall be determined each lease year by LANDLORD. The initial estimated monthly installments of Additional Rent for the first lease year is calculated on the basis Six Dollars and Twenty-One Cents (\$6.21) per square foot contained in the Leased Premises, divided by 12, which amount for the first lease year following the Commencement Date shall be One Thousand, Thirty-Five Dollars and No Cents (\$1,035.00) per month, which amount shall be prorated for a partial month.

If in any calendar year LANDLORD underestimates the amount of the actual Additional Rent to be paid by TENANT, LANDLORD shall notify TENANT of such underpayment along with a reasonable accounting thereof and invoice TENANT therefore, with the amount of such underpayment to be paid by TENANT within thirty (30) days after receipt of such invoice from LANDLORD. If the actual amount of the Additional Rent due from TENANT for any calendar year is less than the amount paid by TENANT, LANDLORD shall promptly notify TENANT thereof and LANDLORD shall credit the amount of such excess against Rent due immediately following TENANT'S receipt of such notice; provided, with respect to the final calendar year during their term hereof, LANDLORD shall remit funds in the amount of such over payment to TENANT. In either case no interest is to be accrued. LANDLORD shall provide TENANT a reasonable accounting of the Commercial Operating Cost and such other information as shall be available to LANDLORD. TENANT shall have the right, at its expense, to audit Additional Rent for any calendar year within one hundred eighty (180) days following the expiration of the applicable calendar year.

Based upon the Base Rent and Additional Rent the monthly Rent for the Leased Premises during the first lease year shall be Two Thousand Dollars and No Cents (\$2,000.00).

### 3.3 Payment of Rent:

Rent shall be paid to LANDLORD at Innes Station 701 East First Street (office), Wichita, Kansas 67202, or at such other place as the LANDLORD may designate in writing to the TENANT.

### 3.4 Security Deposit:

None

### 3.5 Late Fees:

All Rent payments received by LANDLORD after the fifth day of each month shall be subject to a late fee in the amount of five percent (5%) of the balance due, calculated on Rent, Additional Rent, as well as past due late fees and other charges per the Lease. In the event any delinquent payment is not received within thirty (30) days following the date the same was originally due and owing hereunder, then in addition to such late fee, the delinquent sum and accrued interest at the rate of twelve percent (12%) per annum until such delinquent sum and accrued interest are paid in full. The provisions of this section are in addition to all other rights and remedies available to LANDLORD hereunder or at law or equity and shall not be construed as a penalty.

### 3.6 Other Provisions:

TENANT'S obligation to pay Rent hereunder shall be without the necessity of further demand therefore, and without any abatement, deduction, set-off or counterclaim for any reason whatsoever. Any payment, refund, or credit made pursuant to this Article 3 shall be made without prejudice to any right of LANDLORD to correct any item(s) as billed pursuant to the provisions hereof.

Any Rent payable for a partial calendar year at the beginning or end of the term of this Lease shall be prorated based upon the number of months contained in such partial year. Any Rent payable for a portion of a month shall be prorated based upon the number of days in the applicable calendar month.

No payment by TENANT or receipt by LANDLORD of lesser amounts of Rent than those required herein shall be deemed to be other than on account of the earliest unpaid stipulated Rent. No endorsement or statement on any check or letter accompanying any check or payment, as Rent shall be deemed an accord and satisfaction and LANDLORD may accept such check or payment without prejudice to LANDLORD'S right to recover the amounts of the Rent or pursue any other remedy provided in this Lease. Any credit due to TENANT hereunder by reason of an overpayment of estimated Additional Rent pursuant to this Article 3 shall first be applied to any damages or Rent owed to LANDLORD by TENANT if TENANT shall be in Default when said credit shall be due to TENANT.

The obligation of TENANT with respect to the payment of Rent, accrued and unpaid during the term of the Lease, shall survive the expiration or earlier termination of the Lease. The obligation of TENANT to pay Rent is an independent covenant and no act or circumstance whatsoever shall release TENANT from the obligation to pay Rent as required by this Lease unless otherwise expressly provided in the Lease.

#### ARTICLE 4 – UTILITIES; JANITORIAL

LANDLORD shall pay the monthly charges for trash service, water and sewer for the Leased Premises. From and after the Possession Date hereof, TENANT shall pay for all other utilities used in the Leased Premises and shall provide any deposits required for such services. TENANT'S electricity will be metered separately from that of the other tenants, the parts of the Building not included in the Leased Premises, and the Common Area. TENANT shall arrange for and pay all costs for janitorial services for the Leased Premises.

#### ARTICLE 5 – TAXES

LANDLORD shall pay all of the real estate taxes and any special assessments assessed against the Building and Common Area during the term of this Lease. TENANT shall pay all personal property taxes levied or assessed against the equipment or other personal property owned by TENANT in the Leased Premises.

#### ARTICLE 6 – USE AND PURPOSE

##### 6.1 TENANT'S Use:

TENANT agrees that the Leased Premises shall be used and occupied for purposes consistent with TENANT'S current business and for no other purpose without LANDLORD'S prior written consent. TENANT agrees that no activity shall be carried on in the Leased Premises, which shall be in violation of any applicable law, ordinances or codes.

##### 6.2 Signs:

TENANT shall be permitted to maintain one (1) sign on the exterior of the Building in place, style, and design as mutually agreed upon by LANDLORD and TENANT, and as submitted and approved by the Old Town Design Review Committee per the Old Town Zoning Overlay. Except for such permitted exterior sign, TENANT shall not place on, in or near any exterior door, any wall or any window of the Leased Premises any sign or advertising matter that is visible from the exterior of the Leased Premises without first obtaining LANDLORD'S written approval and consent, which consent will not be unreasonably denied.

#### ARTICLE 7 – IMPROVEMENTS

LANDLORD agrees to furnish the Leased Premises to TENANT with tenant finish improvements per Exhibit C, at no cost to Tenant, in addition, Landlord agrees to pay Tenant \$1,600.00 for additional cost incurred by Tenant for computer and telephone wiring and hookup.

TENANT shall provide routine maintenance to keep and maintain the Leased Premises in a safe condition and in as good condition as at the commencement of this Lease, normal wear and tear excepted.

TENANT shall provide routine/nominal maintenance for the heating and air conditioning equipment, which includes annual inspections, cleaning and changing the filters for the heating and air conditioning equipment. LANDLORD shall be responsible for repairs not caused by the negligence of the TENANT to the Leased Premises which shall include only replacement of the heating and air conditioning equipment, repairs to the exterior walls, roof, and other structural components of the Leased Premises. TENANT shall give to LANDLORD prompt written notice of any accident to, or any defects in, the roof, structural components, and heating and air conditioning on or in the Leased Premises that

may come to its notice, and such defects shall be remedied by LANDLORD, at the expense of LANDLORD, with due diligence.

## ARTICLE 8 – MAINTENANCE

### 8.1 LANDLORD'S Responsibilities:

Subject to the other provisions of this Lease, LANDLORD agrees, at its cost and expense (and not as an Operating Cost) to maintain, repair, and replace the structural portions (said "structural portions" consisting only of the foundation, exterior walls of the Building and members supporting the roof, but does not include, by way of example but not limitation, interior walls, doors, moldings, trim, window frames, door frames, closure devices, hardware, and windows or plate glass) and the Building roof of the Leased Premises so the same shall be in good order, condition, and repair. Additionally, if during the term hereof the heating, ventilating or air conditioning equipment shall cease to operate and is not in a condition which can reasonably be repaired, LANDLORD shall cause the same to be replaced following written notice from TENANT, at LANDLORD'S cost and expense. In addition LANDLORD shall maintain and clean the Common Areas and the exterior of the Building. Notwithstanding the foregoing, LANDLORD shall not be required to make any maintenance, repairs or replacements occasioned by the act or omission of TENANT, its employees, agents, servants, officers, directors, customers, visitors, invitees, licensees, contractors, subcontractors, sublessees, or assigns or the failure of TENANT to perform its obligation hereunder. TENANT shall notify LANDLORD in the event LANDLORD is required to perform any maintenance, repair or replacement hereunder. Upon receipt of any such notice, LANDLORD, directly or through a representative, shall promptly assess the deficiency and shall perform its obligations with reasonable dispatch.

### 8.2 TENANT'S Responsibilities:

Exclusive of the roof and structural portions of the Leased Premises and replacement of HVAC as referred to in Section 8.1 above, TENANT shall at all times be responsible for all other replacements, repairs, maintenance, and restorations required to be made to the Leased Premises. TENANT shall keep the Leased Premises in compliance with all codes, ordinances, statutes, regulations, and other governmental requirements applicable to the Leased Premises as any such codes, ordinances, statutes, regulations, or requirements may get amended from time to time. TENANT will maintain those portions of the HVAC Systems serving the Leased Premises in good condition and repair, including providing regularly scheduled preventative service on a semi-annual basis.

## ARTICLE 9 – INSURANCE

### 9.1 LANDLORD'S Insurance:

During the term of this Lease, LANDLORD shall maintain and pay the premiums for (a) fire and extended coverage insurance concerning the Building and Common Area subject to reasonable exclusions in the amount of the replacement insurable value of the Building to be determined annually, (b) "loss of rents" coverage and (c) comprehensive general liability insurance.

### 9.2 TENANT'S Insurance:

Tenant shall be responsible, as it desires, for insuring any or all of its personal fixtures, trade fixtures, furnishing, equipment and any improvements constructed by Tenant. Landlord is not liable or responsible for any loss to the Tenant's property, unless the damage or loss is the result of an intentional and willful wrongful act by Landlord.

### 9.3 Waiver of Subrogation:

TENANT and the LANDLORD agree to cause the insurance companies issuing their respective property insurance policies pertaining to the Leased Premises, Common Area or Building to waive any subrogation rights those companies may have against LANDLORD and TENANT, their shareholder, officers, members, partners, employees and agents in connection with any loss or damage thereby insured against. Neither LANDLORD nor TENANT shall be liable to the other for any loss or damage caused by any risk covered by insurance maintained by the party suffering such loss or damage, and each party hereto waives all claims against the other party, and its shareholders, member, officers, directors, employees and agents for such loss to the extent of insurance proceeds actually received by such party. Failure of a party to insure its property shall not void this waiver.

Except to the extent the losses are covered by insurance maintained by LANDLORD, LANDLORD, its shareholders, members, employees and agents shall not be liable for, and TENANT hereby waives all claims against such parties for business interruption and other losses occasioned thereby sustained by TENANT or any person claiming through TENANT resulting from an accident or occurrence in or upon the Building, or Common Area from any cause whatsoever, including without limitation, damage caused in whole or in part directly or indirectly, by the negligence of LANDLORD, its member, employees or agents.

#### 9.4 Indemnification:

Except to the extent waived in Section 9.3 above, TENANT shall protect, indemnify and hold LANDLORD, its members, employees and agents harmless from and against all and any claims, actions, judgments, damages, liabilities, costs and expenses of any kind arising from (a) loss of life, injuries or damages to persons or property within the Building or Common Area arising out of or resulting in any way from any act or omission of TENANT, its shareholder, employees, agents, invitees, and licensees in the use or occupancy of the Leased Premises, Building or Common Area during the term of this Lease, and (b) any breach by TENANT of any of its obligations hereunder.

### ARTICLE 10 – CASUALTY DAMAGE

In the event the Leased Premises are damaged or destroyed by fire or other casualty, the parties shall proceed as follows:

#### 10.1 Partial Destruction:

If the damage is so minor that it will not interfere with the TENANT'S use of the property, then LANDLORD shall immediately repair such damage at LANDLORD'S expense paid by insurance proceeds received by LANDLORD and this Lease shall continue in full force and effect for the remainder of the term without Rent abatement. If the loss was caused by an act or inaction of the TENANT or its agents, employees or invitees then TENANT will be responsible to pay for any repairs to the Leased Premises not covered by insurance and reimburse LANDLORD within 30 days of being invoiced.

#### 10.2 Substantial Destruction:

In the event the Leased Premises are partially damaged but not rendered totally unfit for its intended use (to an extent less than twenty five percent (25%) of replacement cost), then the LANDLORD shall immediately repair such damage at LANDLORD'S expense paid by insurance proceeds received by LANDLORD and this Lease shall continue in full force and effect for the remainder of the term, except Rent shall abate in proportion to the damage during the period of repair. If the loss was caused by an act or inaction of the TENANT or its agents, employees or invitees caused the damage then TENANT will be responsible to pay for any repairs to the Leased Premises not covered by insurance and reimburse LANDLORD within 30 days of being invoiced.

#### 10.3 Major Destruction:

In the event the Leased Premises are damaged or destroyed so as to render them substantially unfit for its intended use (to an extent more than twenty-five percent (25%) of replacement cost or if such damage cannot be repaired within 90 days after TENANT'S notice to LANDLORD to rebuild), TENANT, at TENANT'S option, may terminate this Lease and if the loss was caused by the action or inaction of TENANT, pay over to LANDLORD, within 30 days, the dollar value of LANDLORD'S insurance deductible. TENANT shall elect to either rebuild or terminate this Lease within sixty (60) days after the damage occurs. In the event TENANT elects to terminate this Lease, TENANT shall be relieved of liability for any further payments under this Lease. In the event of rebuilding as aforesaid, the Rent, as set forth in Article 3 above, shall not be due and owing during the period when the Leased Premises are untenable.

#### 10.4 Matters Concerning Restoration:

If either party exercises a right of termination as aforementioned, this Lease shall expire and all interest of TENANT in the Lease shall terminate and the TENANT shall vacate the Leased Premises as soon as reasonably practicable after the termination date and the Rent (reduced by any abatement otherwise specified herein) shall be paid up to the date of such termination; provided, so long as TENANT occupies or maintains equipment, furniture or other items within the Leased Premises TENANT shall continue to provide insurance in accordance with Section 9.2 hereof and TENANT'S indemnification obligations contained in Section 9.4 hereof shall remain in effect and continue to apply notwithstanding such termination of the Lease. Each Party's rights and remedies against the other arising under this Lease prior to such termination shall survive such termination. LANDLORD shall refund to TENANT any Rent theretofore paid attributable to any period of time after such date of damage or destruction. If LANDLORD repairs or restores the damages or destruction referred to in this Article, LANDLORD shall not be required under any circumstances to repair, replace or restore any of TENANT'S office furnishing, fixtures, equipment or personal property with the Leased Premises subsequent to the Commencement Date.

### ARTICLE 11 – ASSIGNMENT AND SUBLEASE

TENANT shall not assign its interest in this Lease or sublease the Leased Premises or any part thereof nor permit any other person or persons to occupy any portion of the Leased Premises, without the prior written consent of the LANDLORD and such consent shall not be unreasonably withheld. TENANT shall have the right to assign this Lease to a financially responsible party with a reputable establishment and with the consent of LANDLORD. Such consent shall not be unreasonably withheld. Any attempted assignment in violation hereof shall, at the LANDLORD'S option, constitute grounds for the termination of the Lease. Anything to the contrary herein notwithstanding, TENANT shall have the

right to sublease a portion or portions of the Leased Premises to individuals or entities with written notice to LANDLORD; provided TENANT shall at all times remain responsible for all terms and conditions of the Lease.

#### **ARTICLE 12 – RIGHT OF ENTRY**

LANDLORD shall have the right to enter the Leased Premises at reasonable times upon at least twenty-four (24) hours advance notice for the purpose in inspecting the same; for the purpose of doing anything that may be required by it under this Lease; or for inspection by LANDLORD'S lender, prospective lenders, prospective purchasers of the Building and, near the end of the term hereof, prospective tenants.

#### **ARTICLE 13 – DEFAULT**

In the event TENANT shall at any time Default for more than ten (10) days after written notice to TENANT in the payment of any installment of Rent or fail for more than thirty (30) days after written notice to TENANT to fulfill (or be diligently pursuing such fulfillment if such cannot be reasonably done in thirty (30) days) any of the other covenants, provisions, agreements or obligations under this Lease; or in the event the LESSEE shall become insolvent or shall be adjudged bankrupt, or shall make an assignment for the benefit of creditors, or if a receiver shall be appointed for the TENANT, or if the interest of the TENANT in said premises shall be sold or placed for sale under execution or other legal process, then the LANDLORD may at its option, terminate this Lease. In the event of such termination, the balance of the term shall be forfeited and the LANDLORD shall be entitled to immediate possession of the Leased Premises and the TENANT shall be liable for all damages occurring by reason of its failure to comply with the terms hereof, including Rent. In case of Default by the TENANT and the LANDLORD does not elect to terminate this Lease, then the LANDLORD shall have the right to enter upon the Leased Premises and re-let the Leased Premises for the remainder of the term, in which case such rental shall be applied against the amount due and owing by TENANT under this Lease. In the event of a breach by the LANDLORD, then TENANT has the option to terminate this Lease providing that the breach is not cured within thirty (30) days from written notice of the breach by TENANT.

If TENANT shall fail, other than as a result of damage or fire or other casualty or in connection with remodeling the Leased Premises, to continuously and uninterruptedly, use, occupy, operate, or conduct TENANT'S business in the Leased Premises in accordance with normal business practices, such failure shall not be considered to be a Default under this Lease, but shall entitle LANDLORD to give notice to TENANT in the same manner as if a Default had occurred, and if TENANT shall not have resumed continuous operation within sixty (60) days following the date of such notice, LANDLORD shall be entitled to terminate this Lease in accordance with this Paragraph, TENANT shall surrender the Leased Premises and shall pay all Rent and other charges to the date of termination, but shall not be liable for Rent or other charges after such date.

#### **ARTICLE 14 – EMINENT DOMAIN OR CONDEMNATION ACTION**

In the event all the Leased Premises shall be taken under the right of eminent domain by any authority having the right of condemnation, or if a portion of the Leased Premises is so condemned as will prevent the practical use of the Leased Premises for TENANT'S purposes, this Lease and all obligations hereunder shall terminate on the date title vests, pursuant to such proceeding. If such taking does not prevent the practical use of the Leased Premises for the purpose of the TENANT, then this Lease shall continue in full force and effect and the Rent shall abate proportionately and such other adjustments shall be made as shall be just and equitable. In the event eminent domain or condemnation action is commenced involving the Leased Premises, LANDLORD and TENANT shall have their respective claims against the condemning authority for damages.

#### **ARTICLE 15 – NOTICE**

Any notice required to be given to TENANT shall be given to TENANT as follows: The City of Wichita – Property Management, 455 N. Main, Attn: Real Estate Administrator, Wichita, Kansas, 67202 or at such other place as TENANT may designate in writing. Any notice required to be given to LANDLORD shall be given at 701 East First Street, Wichita, Kansas 67202, or at such other place as LANDLORD may designate in writing. Notices shall be deemed to be given when deposited in the United States mail, postage prepaid, certified mail, return receipt requested or hand delivered.

#### **ARTICLE 16 – WAIVER**

Any failure by the LANDLORD to declare a forfeiture or termination of the Lease by reason of TENANT'S Default hereunder shall not be considered as waiver of its right thereafter to declare a forfeiture or termination for any other like or succeeding Default.



#### ARTICLE 17 – HOLDING OVER

In the event TENANT continues to occupy the Leased Premises after the last day of the terms hereby created, or after the last day of any extension of said term, and LANDLORD elects to accept Rent thereafter, a tenancy from month to month only shall be created and not for any longer period, but subject to all other provisions of this Lease (including any renewal options). Base Rent for the hold over period shall be 1.5 times the Base Rent of the previous term. In the event LANDLORD does not accept the TENANT'S tender of Rent with respect to any hold over period or otherwise expressly consent in writing to such hold over, TENANT shall be liable for all damages incurred by LANDLORD as a result of such hold over. Nothing in this Article 17 shall be construed as consent for TENANT to retain possession of the Leased Premises beyond the term hereof.

#### ARTICLE 18 – SURRENDER AT TERMINATION

Upon expiration of this Lease for any reason, whether by reason of expiration of the term hereof, termination at TENANT'S option, or cancellation for Default or otherwise, TENANT shall and hereby covenants and agrees forthwith peaceably to surrender and deliver up possession of the Leased Premises to LANDLORD broom cleaned and in as good condition and repair as the same were in at inception of this Lease, normal wear and tear excepted, including, but not limited to, the obligation to repair any and all damages caused by TENANT'S removal of any trade fixtures or equipment installed by TENANT during the term hereof. All obligations of either LANDLORD or TENANT hereunder not fully performed as of the termination or expiration of the Lease shall survive such termination or expiration.

#### ARTICLE 19 – ENTIRETY OF AGREEMENT

This instrument incorporates all of the obligations, agreements, and understandings of the parties hereto, and there are no oral agreements or understandings between the parties hereto concerning the property covered by this Lease Agreement.

#### ARTICLE 20 – BINDING EFFECT

This Lease shall be to the benefit of and be binding on the parties hereto, their respective heirs, successors, personal representatives and assigns.

#### ARTICLE 21 – COVENANT OF QUIET ENJOYMENT AND USE

LANDLORD agrees that, if the Rent is being paid in the manner and at the time prescribed and the covenants and obligations of TENANT being all and singular kept, fulfilled and performed, TENANT shall lawfully and peaceably have, hold, possess, use and occupy and enjoy the Leased Premises so long as this Lease remains in force, without hindrance, disturbance or molestation from LANDLORD and tenants, subject to the specific provisions of this Lease.

#### ARTICLE 22 – SUBORDINATION; ATTORNMEN

TENANT hereby subordinates this Lease and its right hereunder to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing now or hereafter in force against the Building and Common Area, which subordination shall be in a manner satisfactory to the mortgagor. Such mortgages, security interest and similar interests shall be superior to this Lease. This paragraph shall be self operative, however, TENANT shall execute and deliver to LANDLORD within five (5) days such further subordination instrument as LANDLORD'S lender shall request. Notwithstanding the foregoing, any such mortgage holder having a mortgage superior to this Lease may at anytime subordinate its mortgage to this Lease, without TENANT'S consent, by notice given in writing to TENANT. As used herein the term "mortgage" shall be deemed to include mortgages, security agreements and any other encumbrances. LANDLORD shall endeavor to obtain for the benefit of TENANT a nondisturbance agreement from the holder of any mortgage on the Building or Common Area whose lien is superior to agreement from the holder of any mortgage on the Building or Common Area whose lien is superior to this Lease or TENANT'S interest under this Lease. If any person or entity shall succeed to all or part of LANDLORD'S interest in the Property, whether by purchase, foreclosure, deed in lieu of foreclosure, or otherwise, and, if so requested or required by such successor-in-interest, TENANT shall attorn to such successor-in-interest and shall execute such agreement and confirmation of such attornment as such successor-in-interest shall reasonably request.

#### ARTICLE 23 – ESTOPPEL CERTIFICATE

TENANT agrees, from time to time, within 10 days after the request of LANDLORD, to execute and deliver to LANDLORD, or LANDLORD'S designee, an estoppel certificate requested by LANDLORD, stating that this Lease is in full force and effect, the date to which Rent has been paid, that LANDLORD is not in Default hereunder (or specifying in detail the nature of LANDLORD'S Default), the termination date of this Lease and such other matters pertaining to this Lease as may be reasonably

requested by LANDLORD, to the extent such other matters would not in TENANT'S reasonable judgment prejudice its right under this Lease.

#### ARTICLE 24 – RULES AND REGULATIONS

TENANT shall, at all times during the Lease term and any extension thereof, comply with all reasonable rules and regulations at any time or from time to time established by LANDLORD covering use of the Leased Premises and Common Area. The current rules and regulations are attached hereto as Exhibit "B." In the event of any conflict between said rules and regulations and other provisions of this Lease, the other terms and provisions of this Lease shall control. LANDLORD shall at all times have the right, after notice to TENANT, to change such rules of the Building and amend them in such reasonable manner as LANDLORD deems advisable for the safety, care and cleanliness of the Building and the preservation of good order therein. All such rules and changes therein shall be provided in writing to TENANT and shall be carried out and observed by TENANT and TENANT'S agents, employees, invitees and licensees.

#### ARTICLE 25 – SECURITY SERVICE

TENANT may hire a security service to patrol or install a security system in the Leased Premises at TENANT'S cost. LANDLORD will not provide any security services for the Building.

#### ARTICLE 26 - FORCE MAJEURE

In performance of its obligations under this Lease, LANDLORD shall not be held responsible for delays in the performance of its obligations hereunder when caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, delay in issuance of permits, enemy or hostile governmental action, civil commotion, fire or other casualty, delays by TENANT in the submission of plans, drawings specifications or approvals and other causes beyond the reasonable control of LANDLORD.

#### ARTICLE 27– SEVERABILITY

If any clause or provision of the Lease is illegal, invalid or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby. It is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added, as a part of this Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

#### ARTICLE 28 – LANDLORD'S RESERVED RIGHTS

LANDLORD reserves the following rights:

To change the name or street address of the Building without notice or liability to TENANT;

To constantly have pass keys to the Leased Premises;

At all times to have access to and to enter upon the Leased Premises and take any and all such measures, including inspections, repairs, alterations, additions and improvements to the Leased Premises or to the Building, as may be necessary or desirable for the comfort, safety, protection or preservation of the Leased Premises or the Building or the LANDLORD'S interests;

Upon reasonable prior notice to TENANT during the last six months of the term, to exhibit the Leased Premises to prospective tenants and to any prospective purchaser, mortgagee, or assignee of any mortgage on the Property and to others having a legitimate interest at any time during the term. Said showing of space shall not be deemed to be an interruption of the quiet enjoyment of the Leased Premises;

LANDLORD and LANDLORD'S agent shall have the following rights in and about the Leased Premises: (i) to enter the Leased Premises at all times to examine the Leased Premises or for any of the purposes set forth in this Article, or for the purpose of performing any obligation of LANDLORD under this Lease or exercising any right or remedy reserved to LANDLORD in this Lease, and if TENANT or TENANT'S agents shall not be personally present or shall not open and permit an entry in the Leased Premises at any time when such entry shall be necessary or permissible, to use a master key; (ii) to erect, install, use and maintain pipes, ducts and conduits in and through the Leased Premises; (iii) to exhibit the Leased Premises to others; (iv) to make such decorations, repairs, alterations, improvements or additions, or to perform such maintenance as LANDLORD may deem necessary or desirable; (v) to take all materials into and upon the Leased Premises that may be

required in connection with any such repairs, alterations, improvements, additions or maintenance; and (vi) to make such modifications or replacements (for example, the installation on the inside of the windows of a film and/or other energy saving devices) to reduce the usage of energy in the Building; and all parts (except surfaces facing the interior of the Leased Premises) of all walls, windows and doors bounding the Leased Premises (including exterior Building walls, core corridor walls, doors and entrances), the roof adjacent to the Leased Premises, all space in or adjacent to the Leased Premises used for shafts, stacks, stairways, chutes, pipes, conduits, ducts, fan rooms, heating, air-conditioning, plumbing, electrical and other mechanical facilities, service closets and other Building facilities, and the use thereof, as well as access thereto through the Leased Premises for the purposes of operation, maintenance, alteration and repair of the Building are hereby reserved to LANDLORD.

#### ARTICLE 29 – TRANSFER BY LANDLORD

LANDLORD may and shall have the right to transfer, mortgage, assign, pledge and convey, in whole or in part, the Building, this Lease, all rights (existing and to exist), Rents and amounts payable to it hereunder, and nothing herein contained shall limit or restrict any such rights. Upon assignment of the Lease by LANDLORD, LANDLORD shall be relieved automatically of any liability or responsibility under this Lease and to TENANT for all periods after the time and date of such assignment.

#### ARTICLE 30 – LIMITATION OF RIGHT OF RECOVERY AGAINST LANDLORD

TENANT agrees and acknowledges that the liability of LANDLORD under this Lease shall be limited to its interest in the Leased Premises, and any judgments rendered against LANDLORD shall be satisfied solely out of the proceeds of sale of its interest in the Leased Premises. No personal judgment shall lie against LANDLORD, and any judgment so rendered shall not give rise to any right of execution or levy against LANDLORD'S assets, other than as to the Leased Premises. The forgoing provisions are not intended to relieve LANDLORD from performance of its obligations, but only to limit the personal liability of LANDLORD in case of recovery of a judgment against LANDLORD.

#### ARTICLE 31 – SURVIVAL OBLIGATIONS

All obligations of TENANT hereunder not fully performed as of the expiration or earlier termination of the Lease shall survive such expiration or earlier termination, including, without limitation, all payment obligations hereunder.

Hereunder for the year in which the Lease expires or terminates all such amounts shall be used and held by LANDLORD for payment of such obligations of TENANT hereunder with TENANT being liable for any additional costs therefore upon demand by LANDLORD or with any excess to be returned to TENANT after such obligations have been determined and satisfied, as the case may be.

This lease contains 9 pages counting this one, plus

Exhibit A: Lease Premises Location  
Exhibit B: Rules and Regulations  
Exhibit C: Tenant Finish Improvements by Landlord

IN WITNESS WHEREOF, LANDLORD AND TENANT have executed and delivered this Lease effective on the day and year first written above.

#### **LANDLORD**

South Beech Development, LLC

#### **TENANT**

The City of Wichita

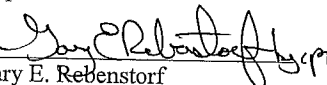
By \_\_\_\_\_  
Philip Perry  
Manager

By \_\_\_\_\_  
Carl Brewer  
Mayor

ATTEST:

By: \_\_\_\_\_  
Karen Sublett  
City Clerk

Approved as to Form:

  
Gary E. Rebenstorf  
Director of Law

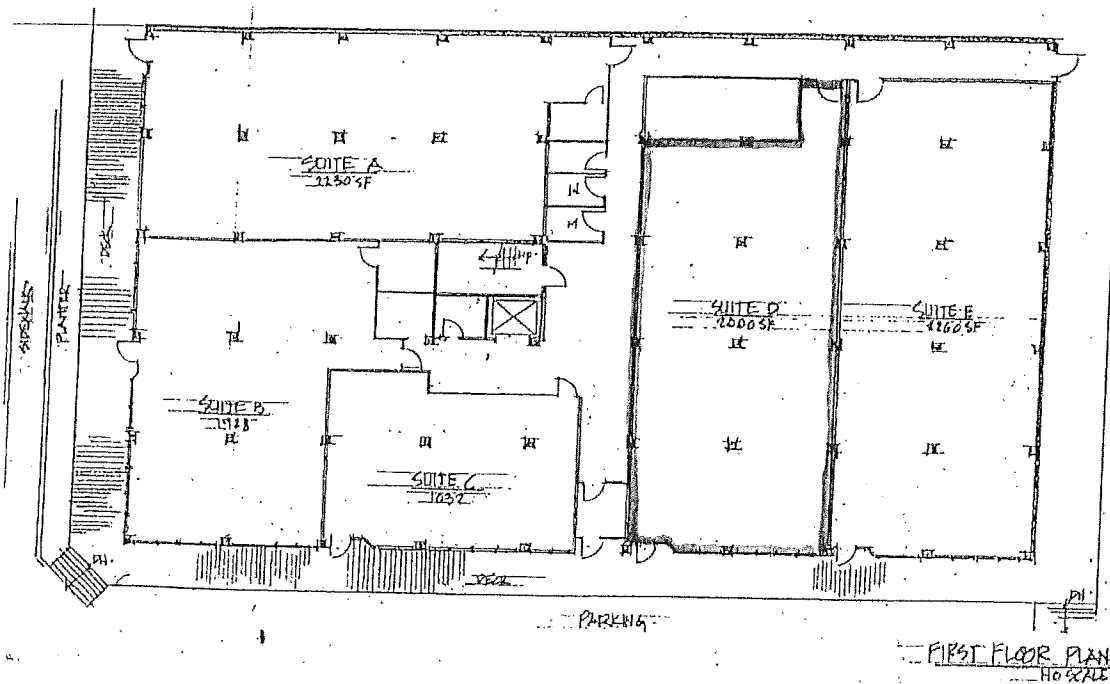
## Exhibit B: RULES AND REGULATIONS

TENANT agrees as follows:

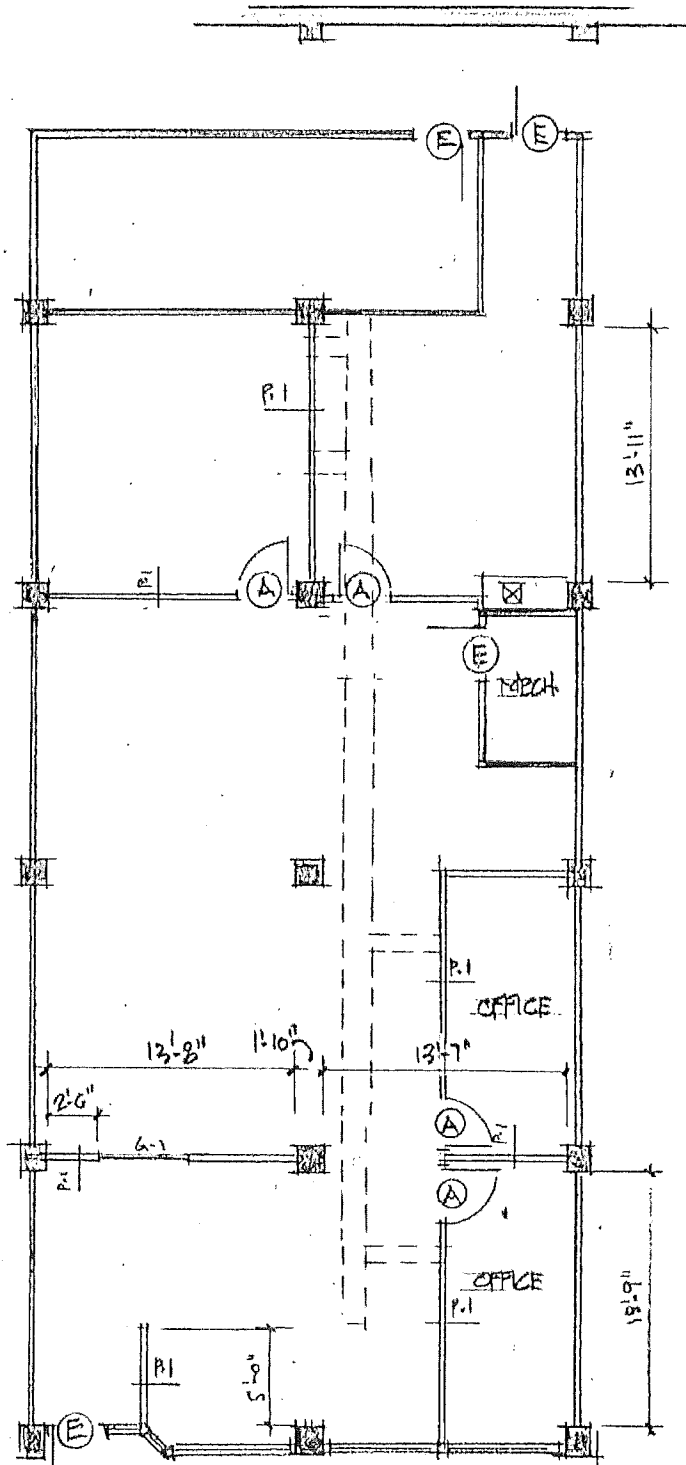
1. No loud speakers, televisions, phonographs, radios or other devices, except for security alarms, shall be used in a manner so as to be heard or seen outside of the Leased Premises without the prior written consent of LANDLORD. No aerial shall be erected on the roof or exterior walls of the Leased Premises or on the grounds, without in each instance, the written consent of LANDLORD. Any aerial so installed without such written consent shall be subject to removal without notice at any time.
2. TENANT shall keep the "Leased Premises" at a minimum 60 degrees F. to prevent freezing of water in pipes and fixtures.
3. The plumbing facilities in the "Common Area" shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by TENANT who shall, or whose employees, agents or invitees shall have caused it.
4. TENANT shall not burn any trash or garbage of any kind in or about the Leased Premises: TENANT shall use only the trash area designated by the LANDLORD for the disposal of its trash.
5. TENANT shall not make noises, cause disturbances, or create odors, or create or maintain any other nuisance which may be offensive to other tenants of the Property or their officers, employees, agents, servants, customers or invitees.
6. TENANT shall have employee's park in areas determined by the LANDLORD (but shall not be more than a city block away).
7. There is to be no smoking in the Building or Common Area except in designated smoking areas, if any, within the Leased Premises approved by LANDLORD.
8. TENANT shall not do or permit to be done anything which will invalidate or increase the cost of insurance on the Leased Premises, or will obstruct or interfere with the rights of other tenants in the Building.

**Exhibit A**

The plan shown on this page is preliminary and may be modified at any time, in one or more respects, without the LESSEE's consent at the option of the LESSOR, but the size, dimensions, and relative location of the Leased Premises shall not be altered. The Lease Premises are outlined in red.



Walls, doors and glass panels as shown on plan
Carpet through-out
Paint all walls and columns
Add additional track lighting
Mechanical: add ducts and registers into new rooms



City of Wichita  
City Council Meeting  
July 3, 2012

**TO:** Mayor and City Council

**SUBJECT:** 13<sup>th</sup> Street North, Hydraulic to Oliver Sanitary Sewer Improvements (District I)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the revised budget and transfer of funds for related sanitary sewer work.

**Background:** On February 7, 2012, the City Council approved the expenditures for improving 13<sup>th</sup> Street North, from Hydraulic to Oliver. The 2011-2020 Capital Improvement Program (CIP) budget approved for the sanitary sewer portion of the project was \$900,000.

**Analysis:** On June 15, 2012, bids were received for the construction of the 13<sup>th</sup> Street improvements. Cornejo & Sons, LLC was the overall low bidder, but its bid of \$919,575 for the sanitary sewer portion of the project was over the Engineer's Estimate. To successfully let the project and have adequate funds for engineering, inspection and administration, a budget revision of \$200,000 is necessary for the sanitary sewer portion only.

**Financial Considerations:** Funds are available to be transferred from the 2012 S-4 CIP Program, reconstruction of old sanitary sewers, which was approved by the City Council on December 20, 2011. The revised budget amount would be \$1,100,000. The project will be funded from Sewer Utility revenues and reserves and/or a future revenue bond issue.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by providing reliable sewer service to the Public Works and Utilities customers.

**Legal Considerations:** The Law Department has approved the amending resolution as to form.

**Recommendation/Action:** It is recommended that the City Council approve the revised budget and transfer of funds, approve the amending resolution and authorize the necessary signatures.

**Attachments:** CIP Sheet, amending resolution and amending Notice of Intent.

<b>CAPITAL IMPROVEMENT</b>  <b>PROJECT AUTHORIZATION</b>  <b>CITY OF WICHITA</b>																			
USE: To Initiate Project <input style="width: 50px;" type="text"/> To Revise Project <input checked="" style="width: 50px;" type="text"/>				1. Prepare in triplicate 2. Send original & 2 copies to budget. 3. City Manager to sign all copies. 4. File original w/ initiating resolution in City Clerk. 5. Return 2nd copy to initiating department. 6. Send 3rd copy to Controller.															
<b>1. Initiating Department</b>	<b>2. Initiating Division</b>	<b>3. Date</b>	<b>4. Project Description &amp; Location</b>																
Public Works & Utilities	Eng & Arch	6/19/2012	Reconstruction of old sanitary sewers/13th Street, Hydraulic to Oliver																
<b>5. CIP Project Number</b>	<b>6. Accounting Number</b>	<b>7. CIP Project Date (Year)</b>	<b>8. Approved by WCC Date</b>																
NI		2012																	
<b>9. Estimated Start Date</b> As Required	<b>10. Estimated Completion Date</b> As Required		<b>11. Project Revised</b>																
<b>12. Project Cost Estimate</b>				<b>12A.</b>															
<b>ITEM</b>	<b>GO</b>	<b>SA</b>	<b>OTHER*</b>	<b>TOTAL</b>															
Right of Way																			
Paving, grading & const.																			
Bridge																			
Drainage																			
Sanitary Sewer			\$1,100,000	\$1,100,000															
Sidewalk																			
Water																			
Traffic Signals & Turn Lanes																			
<b>Totals</b>			\$1,100,000	\$1,100,000															
<b>Total CIP Amount Budgeted</b>																			
<b>Total Prelim. Estimate</b>																			
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%; text-align: center;"><b>Yes</b></td> <td style="width: 15%; text-align: center;"><b>No</b></td> </tr> <tr> <td>Platting Required</td> <td style="text-align: center;"><input style="width: 50px;" type="text"/></td> <td style="text-align: center;"><input style="width: 50px;" type="text"/></td> </tr> <tr> <td>Lot Split</td> <td style="text-align: center;"><input style="width: 50px;" type="text"/></td> <td style="text-align: center;"><input style="width: 50px;" type="text"/></td> </tr> <tr> <td>Petition</td> <td style="text-align: center;"><input style="width: 50px;" type="text"/></td> <td style="text-align: center;"><input style="width: 50px;" type="text"/></td> </tr> <tr> <td>Ordered by WCC</td> <td style="text-align: center;"><input checked="" style="width: 50px;" type="text"/></td> <td style="text-align: center;"><input style="width: 50px;" type="text"/></td> </tr> </table> </div> <div style="width: 50%; border-left: 1px solid black; padding-left: 10px;"> <p><b>Remarks:</b></p> <p style="text-align: center; margin-top: 20px;">*future sewer revenue bonds and/or sewer utility cash reserves</p> </div> </div>						<b>Yes</b>	<b>No</b>	Platting Required	<input style="width: 50px;" type="text"/>	<input style="width: 50px;" type="text"/>	Lot Split	<input style="width: 50px;" type="text"/>	<input style="width: 50px;" type="text"/>	Petition	<input style="width: 50px;" type="text"/>	<input style="width: 50px;" type="text"/>	Ordered by WCC	<input checked="" style="width: 50px;" type="text"/>	<input style="width: 50px;" type="text"/>
	<b>Yes</b>	<b>No</b>																	
Platting Required	<input style="width: 50px;" type="text"/>	<input style="width: 50px;" type="text"/>																	
Lot Split	<input style="width: 50px;" type="text"/>	<input style="width: 50px;" type="text"/>																	
Petition	<input style="width: 50px;" type="text"/>	<input style="width: 50px;" type="text"/>																	
Ordered by WCC	<input checked="" style="width: 50px;" type="text"/>	<input style="width: 50px;" type="text"/>																	
<b>13. Recommendation: Approve the revised budget, transfer of funds and the amending resolution</b>																			
<b>Division Head</b>	<b>Department Head</b>		<b>Budget Officer</b>	<b>City Manager</b>															
			<b>Date</b>	<b>Date</b>															



OCA: 624100

(Published in the Wichita Eagle, on July 6, 2012.)

**NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$1,100,000, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.**

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No.12-171, duly adopted July 3rd, 2012, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, SS 13<sup>th</sup> Hydraulic to Oliver (S-018) (called the "Project"). The total costs of the Project are estimated to be one million one hundred thousand dollars (\$1,100,000). The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed \$1,100,000 under the authority of K.S.A. 10-1201 et seq., as amended and supplemented including by Charter Ordinance No. 211 of the City of Wichita, Kansas. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water and Sewer Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

This Notice of Intent shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the revenue bonds is filed within said fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the issuance of the revenue bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on July 3, 2012.

/s/ CARL BREWER, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

RESOLUTION NO. 12-171

A RESOLUTION AMENDING RESOLUTION NO. 12-031 PERTAINING TO THE SS 13<sup>TH</sup> HYDRAULIC TO OLIVER (S-018) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That Section 1 of Resolution No. 12-031 is hereby amended to read as follows:

“SECTION 1. It is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, SS 13<sup>th</sup> Hydraulic to Oliver (S-018) (called the “Project”). The total costs of the Project are estimated to be \$1,100,000 exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.”

SECTION 2. That Section 2 of Resolution No. 12-031 is hereby amended to read as follows:

“SECTION 2. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed one million one hundred thousand dollars (\$1,100,000) in 2012 exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.”

SECTION 3. That the original of Sections 1 and 2 of Resolution 12-031 is hereby rescinded.

Adopted at Wichita, Kansas, July 3, 2012.

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

By \_\_\_\_\_  
GARY E. REBENSTORF, Director of Law

City of Wichita  
City Council Meeting  
July 3, 2012

**TO:** Mayor and City Council

**SUBJECT:** American Heart Association Grant Program (Districts I, II, VI)

**INITIATED BY:** Department of Park and Recreation

**AGENDA:** Consent

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**Recommendation:** Authorize staff to accept grant funding and authorize all necessary signatures.

**Background:** The Department of Park and Recreation offers a ten week Summer of Discovery Camp program for children ages 5-13. These programs are offered at locations listed below. The programs operate Monday through Friday at various times throughout the day. All sites are licensed by the Kansas Department of Health and Environment.

Summer of Discovery Locations:

Linwood Recreation Center (District I)  
Orchard Recreation Center (District VI)  
Edgemoor Recreation Center (District I and II)

**Analysis:** The American Heart Association has invited the Wichita Park and Recreation Department to once again participate in a program designed to promote and increase participation in an active lifestyle through physical fitness and active play activities. The American Heart Association is providing funding for sports equipment, staff salaries, and a seven-step curriculum that engages children in learning about leading a healthy, active lifestyle. With physical fitness programs being offered less frequently in the schools and the summer months, the Wichita Park and Recreation Department will benefit from the grant funding by providing this opportunity to children in an established summer program.

**Financial Considerations:** The American Heart Association grant will provide \$5,000 to fully fund part time staff, supplies and equipment for the curriculum program. Providing the new curriculum will have no financial impact on Park's Operating Budget.

**Goal Impact:** Accepting this grant will improve the Quality of Life for families and their children.

**Legal Considerations:** The Law Department has reviewed and approved as to form the grant application and program information.

**Recommendation/Action:** Authorize staff to accept grant funding and authorize all necessary signatures.

**Attachment:** None.

City of Wichita  
City Council Meeting  
July 3, 2012

**TO:** Mayor and City Council

**SUBJECT:** 2012 Special Liquor Tax Contract Renewals

**INITIATED BY:** City Manager's Office

**AGENDA:** Consent

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**Recommendation:** Approve contract renewals for the three programs through 2013 with authorization of necessary signatures.

**Background:** At the December 14, 1999 meeting, the City Council established policy guidelines for the use and administration of the Special Liquor Tax dollars designated for alcohol and substance abuse prevention and treatment. The policy guidelines were reviewed and reaffirmed at a May 24, 2005 City Council workshop and are being used in the operation and administration of the 2012 Special Liquor Tax Program.

Between December 2010 and April 2011, two Requests for Proposals (RFPs) were issued by the City's Purchasing Office seeking innovative substance abuse prevention and treatment services and intermediate treatment services. From these two RFPs, the City Council approved three proposals at its June 21, 2011 meeting. The three proposals selected form a treatment continuum for clients referred by the City Municipal Court. Individuals with histories of chronic substance abuse can access an enhanced treatment system with wraparound services to prevent relapse and help maintain long term recovery.

The three contracts recommended for renewal are:

- **Mirror Inc.:** This agency provides intermediate substance abuse treatment, which delivers a regimen of structured therapeutic services in a 24-hour residential setting for clients where the effects of substance use on the individual's life are so great; the resulting level of impairment cannot be effectively addressed with less intensive treatment. This contract adds a total of seven beds to the available resources for inpatient treatment in the Wichita area.
- **Higher Ground:** Higher Ground provides the Turning Point 2 program, which offers intensive outpatient services for those chronically relapsing clients who require a more supportive program structure. Clients begin receiving intensive outpatient treatment from Higher Ground once they complete inpatient treatment at Mirror Inc.
- **The Substance Abuse Center of Kansas (SACK):** This contract provides a Solutions Care Manager, who monitors and assists clients through the treatment continuum by providing clinical care coordination between the Municipal Court, Mirror Inc., Higher Ground, and SACK after-care. The Care Manager focuses on comprehensive assessment, service planning, and service coordination so that all of the needs of the client can be effectively addressed. SACK also provides after-care services for those clients that complete intensive outpatient treatment at Higher Ground.

The initial grant year started July 1, 2011 and terminated June 30, 2012. Contracts included 2 one-year options to renew. There are a total of nineteen Special Liquor Tax grants currently, and the other sixteen are on a January 1-December 31 grant year. In order to get all of the grants back on the same calendar year, these three grants are being recommended for a total renewal of eighteen months, resulting in a new contract term from July 1, 2012 through December 31, 2013.

**Analysis:** The Special Liquor Tax process is overseen by the Special Liquor Tax Coalition. Its members assess Special Liquor Tax Program needs and make program/funding recommendations to the City Council. The Coalition is recommending that the City Council approve all three programs up for renewal as each has performed well over the last year and are meeting expectations. Each has been successful in reaching the majority of their performance outcomes, and site visits with the providers have resulted in no concerns. Additionally, over the last year these programs have successfully collaborated in service delivery, and have developed systems to efficiently move clients from one level of treatment to another within the continuum.

The chart below details the recommendations for the program renewals for 2013. The amount included in the 2013 recommended funding level encompasses the original year allocation, as well as funds to cover the additional six months added to the renewal.

<b>Special Liquor Tax Providers</b>	<b>Total Grant Allocation</b>	<b>2012/2013 Recommended Funding Level</b>
Mirror Inc. Intermediate Treatment	\$276,000.00	\$414,000.00
Higher Ground Turning Point 2	\$40,000.00	\$60,000.00
SACK Solutions Care Manager	\$65,611.00	\$98,417.00
<b>Total</b>	<b>\$381,611.00</b>	<b>\$572,417.00</b>

**Financial Considerations:** The 2012 and 2013 Adopted budgets for the Special Alcohol and Drug Abuse Program Fund include funding for the recommended contract renewals.

**Goal Impact:** The fulfillment of provider agreements will enhance the Quality of Life of Wichita residents by reducing the negative consequences of alcohol and other drug abuse.

**Legal Considerations:** The Law Department has reviewed and approved the contract renewals as to form.

**Recommendation/Actions:** It is recommended that the City Council approve the funding and contract renewals for the three providers listed above through calendar year 2013, and authorize the necessary signatures.

**Attachments:** N/A

# 2012

## City of Wichita Special Liquor Tax



**Intermediate Treatment  
Continuum Providers**

## **City of Wichita Special Liquor Tax Intermediate Treatment Continuum**

### **Program Summary**

In 2011, the City of Wichita awarded \$381,611.00 to three partner agencies to form the Special Liquor Tax Intermediate Treatment Continuum. The Intermediate Treatment Continuum is a small network of providers coordinating treatment services for clients referred from the Municipal Court with chronic substance use histories. The three providers that make up the Continuum- Mirror Inc., Higher Ground, and the Substance Abuse Center of Kansas (SACK)- work together to provide a range of services to help Court referrals address all of their needs so they can maintain recovery in the long-term.

<b>Agency</b>	<b>2011 Award</b>
Mirror Inc.- Intermediate Treatment	\$276,000.00
Higher Ground- Turning Point 2	\$40,000.00
Substance Abuse Center of Kansas- Solutions Care Manager	\$65,611.00
<b>Total</b>	<b>\$381,611.00</b>

The initial grant year started July 1, 2011 and terminated June 30, 2012. Contracts included 2 one-year options to renew. There are a total of nineteen Special Liquor Tax grants currently, and the other sixteen are on a January 1-December 31 grant year. In order to get all of the grants back on the same calendar year, these three grants are being recommended for a total renewal of eighteen months, resulting in a new contract term from July 1, 2012 through December 31, 2013.

Throughout the grant year, all Special Liquor Tax funded programs receive quarterly site visits to discuss outcomes and other programmatic developments, in conjunction with their submission of quarterly program reports. The three programs recommended for renewal have been successful in meeting performance expectations over the last year. Outcome measurements continue to be refined over time, but each program was also successful in meeting the majority of their targets through the third quarter. Below are more details about the programs, their outcomes, and their performance to date.

## **City of Wichita Special Liquor Tax Intermediate Treatment**

### **Continuum- 3<sup>rd</sup> Quarter**

#### **Mirror Inc. Intermediate Treatment - \$276,000.00**

Mirror Inc. provides intermediate treatment services at their facility in Newton for clients referred by the City of Wichita Municipal Court. Mirror uses the American Society of Addiction Medicine (ASAM) criteria to determine the level of care and length of stay for each client, though the average stay ranges around three to four weeks in their intermediate program. Counselors are required to complete a continued stay review for each client every fourteen days. Three groups a day are done in the intermediate program, and though they serve both men and women, they are separated into gender specific groups. Clients also have at least one individual counseling session each week, and family sessions are available as needed and indicated by the treatment plan. Mirror Inc. uses a model that includes cognitive/behavioral therapy, motivational enhancement, and recovery skills, and they also use the Thinking for a Change curriculum. The goals of the program are to increase the motivation for recovery for all client participants, increase the client's confidence in their ability to remain abstinent in high risk social situations, increase the awareness of relapse prevention strategies for clients, and increase client retention in the treatment process.

Through this continuum, Mirror Inc. works closely with the Court, SACK and their Solutions Care Manager, as well as Higher Ground and their Turning Point program. Mirror Inc. staff meet weekly with the SACK Care Manager for discussion and updates on individual client progress.

Mirror Inc. has the capacity to serve approximately seventy-five to eighty-five clients annually, who are referred by the Municipal Court. Outcomes are measured through UA's, surveys, completion of treatment plans, and development of client relapse prevention plans.

#### **Year to Date Program Performance Summary**

In the third quarter, Mirror Inc. has served a total of 10 individuals referred by the City Municipal Court in their intermediate treatment program. They were successful in meeting all of their target outcomes, including successful completions, which has been a challenging outcome for them in past quarters. The program was also successful in meeting the target for clients indicating that treatment has increased their motivation for maintaining recovery. They do recognize, however, that they will not meet their target number to serve for the year, given that the program has only served 22 clients through the third quarter.

Mirror Inc. submitted a complete, accurate, and timely report this quarter, and is meeting performance expectations. They have reported no issues with their continuum partners, and are prepared to serve more clients.



**Mirror Inc.**

Intermediate Treatment

FY 2012: \$276,000.00

Goal to serve: 75-85 clients				
Quarter 1	Quarter 2	Quarter 3	Quarter 4	YTD
7	15	10		22

Outcome 1: 95% of clients completing successfully will indicate that participation in treatment has increased their motivation for recovery.				
Quarter 1	Quarter 2	Quarter 3	Quarter 4	YTD
N/A	86% (6/7)	100% (10/10)		94% (16/17)

Outcome 2: 90% of clients admitted into the intermediate program will remain alcohol and drug free as evidenced by negative UA's or by decreasing levels of nanograms reflected in the UA sample throughout treatment.				
Quarter 1	Quarter 2	Quarter 3	Quarter 4	YTD
100% (7/7)	100% (15/15)	100% (10/10)		100% (26/26)

Outcome 3: 100% of all clients completing treatment will have completed an individualized relapse prevention plan at discharge that they will take with them.				
Quarter 1	Quarter 2	Quarter 3	Quarter 4	YTD
N/A	100% (7/7)	100% (10/10)		100% (17/17)

Outcome 4: 90% of clients who are admitted to the treatment program will complete the program successfully.				
Quarter 1	Quarter 2	Quarter 3	Quarter 4	YTD
0% (0/1)	64% (7/11)	100% (10/10)		77% (17/22)

### **Higher Ground: The Turning Point 2- \$40,000.00**

Higher Ground's Turning Point program is designed to meet the needs of clients with chronic substance abuse histories and reintegration issues. Most clients accessing this program are at high risk for relapse, due to the legal, social, housing, family, and employment issues that they have developed as a result of their chronic substance abuse, which their incarceration has only served to further complicate. To address these, Turning Point offers a full continuum of treatment services to reduce the risk of relapse and criminogenic risk factors, including assessment and referral, intensive outpatient and outpatient, continuing care, family education and counseling, case management, and experiential therapy services. Higher Ground has interwoven several evidence-based practices through the treatment process to encourage the best outcomes for clients. These practices include Motivational Interview, curricula components from "Thinking for a Change," and Relapse Prevention Therapy.

The Turning Point program targets adult clients, eighteen years of age or older, who require "support rich" services to effectively address their chronic substance abuse problems. Most have serious difficulty finding employment, serious financial problems, no healthcare coverage, and do not qualify for Medicaid. Additionally, almost all clients are court ordered referrals due to alcohol and other drug related charges, and 85% live in a residential, post-incarceration setting at treatment admission and require re-entry support.

With this new enhancement grant, Higher Ground plans to serve at least an additional 60 adults through this program. Clients participating in the Intermediate Treatment Continuum are given priority placement in this program, so once a client exits Mirror Inc. they are given almost immediate access to the outpatient Turning Point program at Higher Ground. Outcomes will measure performance targets in the number served, successful completions, abstinence from use, employment status, housing, arrests, and maintenance of life skills gained. Measurement tools will include attendance records, completion of treatment plans, random U.A's, client survey, and the Sedgwick County Detention Facility database.

### **Year to Date Program Performance Summary**

In the third quarter of this grant, Higher Ground worked with 34 clients, of which 12 were Intermediate Treatment Continuum (ITC) clients. As in the past two quarters, the only outcome the program missed was related to abstinence from use. Higher Ground reports that new admits continue to enter the program with positive UA's, but that they monitor their levels throughout the treatment episode to ensure they are decreasing.

As in their other two programs, Turning Point uses experiential activities like the Ropes Challenge Course to help clients practice the skills they learn in treatment. They also encourage clients to use outside support systems, like AA, so that they can maintain their recovery outside treatment.

Their report was submitted well ahead of the deadline, but was missing some year to date data. Staff were reminded to address all areas of the report. Overall the program is meeting performance expectations.

## Higher Ground- The Turning Point 2

Adult Chronic Relapse Outpatient Treatment

FY 2012: \$40,000.00

Goal to serve: 60-80 clients				
Quarter 1	Quarter 2	Quarter 3	Quarter 4	YTD
42	22	34		98
Results Breakdown: 12 ITC clients were served, including 10 new admissions and 2 education/evaluations only.				

Outcome 1: 60% of clients will successfully complete primary treatment, as measured by meeting discharge criteria.				
Quarter 1	Quarter 2	Quarter 3	Quarter 4	YTD
88% (14/16)	73% (11/15)	84% (16/19)		81% (25/31)
Other: 14/16 ITC: 0/0	Other: 11/15 ITC: 0/0	Other: 13/14 ITC: 3/5		Other: 25/31 ITC: 0/0

Outcome 2: 85% of clients will demonstrate abstinence from substance abuse, as measured by random urine drug screens.				
Quarter 1	Quarter 2	Quarter 3	Quarter 4	YTD
76% (22/29)	70% (21/30)	60% (21/35)		73% (43/59)
Other: 22/29 ITC: 0/0	Other: 18/26 ITC: 3/4	Other: 15/24 ITC: 6/11		Other: 40/55 ITC: 3/4

Outcome 3: 55% of clients will indicate they obtained new or maintained their current employment, as measured by quarterly survey.				
Quarter 1	Quarter 2	Quarter 3	Quarter 4	YTD
70% (28/40)	66% (19/29)	67% (18/27)		68% (47/69)
Other: 28/40 ITC: 0/0	Other: 17/25 ITC: 2/4	Other: 13/17 ITC: 5/9		Other: 45/65 ITC: 2/4
Results Breakdown: 5 surveys were excluded from the total count as 2 were on disability and 3 were full time students.				

Outcome 4: 85% of clients will indicate they obtained new or maintained their current housing, as measured by a survey at final discharge.				
Quarter 1	Quarter 2	Quarter 3	Quarter 4	YTD
93% (13/14)	100% (6/6)	93% (13/14)		95% (19/20)
Other: 13/14 ITC: 0/0	Other: 6/6 ITC: 0/0	Other: 11/11 ITC: 2/3		Other: 19/20 ITC: 0/0

Outcome 5: 55% of clients will report no new arrests during program participation, as measured by quarterly survey and verified by the Sedgwick County Detention Facility database.				
Quarter 1	Quarter 2	Quarter 3	Quarter 4	YTD
96% (44/46)	100% (38/38)	96% (43/45)		97% (125/129)
Other: 44/46 ITC: 0/0	Other: 32/32 ITC: 6/6	Other: 32/32 ITC: 11/13		Other: 108/110 ITC: 17/19

Outcome 6: 80% of case management clients will report maintaining life skills gained during treatment, 90 days after completion, as measured by a survey at final discharge.				
Quarter 1	Quarter 2	<b>Quarter 3</b>	Quarter 4	YTD
100% (5/5)	100% (2/2)	<b>100% (4/4)</b>		100% (7/7)

### **Substance Abuse Center of Kansas- \$65,611.00**

The Solutions Care Manager monitors and assists clients in the City Liquor Tax Intermediate Treatment Continuum by providing clinical care coordination between the Municipal Court, Mirror Inc., Higher Ground, and SACK after care. The Care Manager focuses on comprehensive assessment, service planning, and service coordination so that all the needs of the client can effectively be addressed. They monitor clinical substance abuse treatment beginning with the client's assessment, and continue through the treatment phases, working with them until the client has been successfully exited from treatment for a year or the client has completed their treatment sentence/probation.

The Solutions Care Manager is one of the key coordinating members of the continuum focused on delivering the most comprehensive and effective substance abuse treatment services possible. They provide assessment and referral, orientation and pre-treatment, treatment, and care coordination services, in addition to connecting clients to peer mentoring services. The ultimate goal in providing this wraparound level of care for clients is to help them re-enter the community safely, and to help them maintain long-term recovery so that they do not return to the Court or treatment system.

SACK plans to serve approximately seventy to eighty-five clients annually through this program. Performance outcomes are based on their after-care services, and measure housing, arrests, employment and/or educational activities, maintenance of life skills learned in treatment, and successful completions. Outcomes are measured through client surveys, SACK data, and the Sedgwick County Detention Facility database. Because the Care Manager is able to work with clients for an extended period, SACK will be able to track and report on long-term outcomes for the clients and the continuum.

### **Year to Date Program Performance Summary**

SACK has started working with 16 clients during the third quarter of this grant. 5 consumers were referred and started receiving services. 11 clients were in outpatient treatment at Higher Ground, 1 was at inpatient treatment at Mirror Inc., and 1 was in SACK after-care. 2 clients unsuccessfully discharged.

The third quarter is the first quarter that SACK has had clients engage in SACK after-care services, so that data for outcomes could be collected. While they have not had any clients complete the continuum yet, the client who is currently in after-care services is expected to complete successfully in the fourth quarter. SACK has continued to work with Mirror Inc. and the Municipal Court to finalize transportation and referral processes, as well as ensure clear communication between all the parties.

SACK's report was on time and accurate, and the agency is meeting performance expectations.

**Substance Abuse Center of Kansas**

Solutions Care Manager

FY 2012: \$65,611.00

Goal to serve: 75-85 clients				
Quarter 1	Quarter 2	Quarter 3	Quarter 4	YTD
7	10	16		24

Outcome 1: 75% of clients will obtain and/or maintain safe, recovery oriented housing during SACK after-care, as measured by client self-report and verified by the SACK Case Manager or Peer Mentor.				
Quarter 1	Quarter 2	Quarter 3	Quarter 4	YTD
N/A	N/A	100% (1/1)		100% (1/1)
Results Breakdown: One client was in SACK after-care during the third quarter.				

Outcome 2: 75% of clients will not have a new arrest during SACK after-care, as measured by client self-report and arrest databases.				
Quarter 1	Quarter 2	Quarter 3	Quarter 4	YTD
N/A	N/A	100% (1/1)		100% (1/1)

Outcome 3: 25% of clients (not disabled or retired) will be employed or participating in educational activities while in SACK after-care, as measured by client self-report.				
Quarter 1	Quarter 2	Quarter 3	Quarter 4	YTD
N/A	N/A	100% (1/1)		100% (1/1)

Outcome 4: 50% of clients will obtain and/or maintain life skills gained while in treatment, as measured by client self-report.				
Quarter 1	Quarter 2	Quarter 3	Quarter 4	YTD
N/A	N/A	100% (1/1)		100% (1/1)

Outcome 5: 70% of clients will successfully complete the City Liquor Tax Intermediate Treatment Continuum, as measured by meeting SACK criteria for successful final discharge.				
Quarter 1	Quarter 2	Quarter 3	Quarter 4	YTD
N/A	N/A	N/A		N/A
Results Breakdown: During the 3 <sup>rd</sup> Quarter, no clients have yet completed SACK after-care requirements.				

City of Wichita  
City Council Meeting  
July 3, 2012

**TO:** Mayor and City Council

**SUBJECT:** Donation of Floating Dock at Gander Mountain (District I)

**INITIATED BY:** Department of Park and Recreation

**AGENDA:** Consent

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**Recommendation:** Accept the donation, approve the Memorandum of Understanding (MOU) and authorize the necessary signatures.

**Background:** Gander Mountain, LLC, the Arkansas River Coalition, WaterWalk Inc. and GreenWay Alliance, Inc. are requesting to install a boat dock along the Arkansas River at Gander Mountain. In November 2010, discussions began about possible donations to provide for a high visibility, easy access launch point. Commitments for donations were received from the groups in 2011, and the Arkansas River Coalition began the approval process with the appropriate governmental organizations.

Quality dock systems were researched with the help of Wichita State University's rowing staff; the Jet Dock system was selected. The dock will include four stalls for kayaks, and is constructed of the same material as Wichita State University's boat dock.

**Analysis:** The dock is to be gifted to the City, through the Park and Recreation Department, for a period of 10 years (estimated life span with normal wear). The Arkansas River Coalition has offered to install the dock, and the GreenWay Alliance has offered to provide any materials needed to maintain it for 10 years due to normal wear. A high water contingency plan has been developed, and Gander Mountain has agreed to provide emergency storage in case of major downtown flooding. The attached MOU outlines these responsibilities.

The dock was reviewed and approved by the Board of Park Commissioners on April 16, 2012, and was reviewed and approved by the Riverbank Construction Review Committee, in accordance with Administrative Regulation 6.3 on June 7, 2012. Because it is a small dock, it has been determined that permits will not be required from outside agencies (such as the Division of Water Resources of the Kansas State Board of Agriculture and/or the Corps of Engineers).

**Financial Considerations:** Gander Mountain, LLC, WaterWalk Inc. and GreenWay Alliance will provide the funds for these improvements. No City funds will be used for these improvements.

**Goal Impact:** The park improvements and renovation will enhance the Quality of Life for the community and support a Vibrant Neighborhood.

**Legal Considerations:** The Law Department has approved the Memorandum of Understanding as to form.

**Recommendation/Action:** It is recommended that the City Council accept the donation, approve the Memorandum of Understanding and authorize all necessary signatures.

**Attachment:** Memorandum of Understanding.

**MEMORANDUM OF UNDERSTANDING**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, BY AND BETWEEN

City of Wichita Department of Parks and Recreation  
(Parks)

AND

Gander Mountain, LLC  
GreenWay Alliance, Inc.  
The Arkansas River Coalition  
(River Groups)

**WITNESSETH:**

Whereas the River Groups have worked with Parks to install a boat dock at a boat launch area along the Arkansas River behind Gander Mountain (605 S. Wichita); and

Whereas the River Groups are working with Parks to further improve said boat launch area; and

Whereas the River Groups wish to donate time and materials to improve said boat launch area; and

Whereas on \_\_\_\_\_ the City Council of the City of Wichita took action to accept said donation;

NOW THEREFORE, the parties do hereby agree as follows:

1. The Arkansas River Coalition of the River Groups agrees to construct the following improvements: A Jet Dock system boat dock according to the design previously approved by Board of Park Commissioners; and

*Memorandum of Understanding*  
Parks and Recreation, Wichita River Groups  
Page 1 of 3



2. The GreenWay Alliance, Inc. of the River Groups agrees to provide labor and materials for a period of ten (10) years as needed to maintain the dock as constructed, accounting for normal wear and tear; and
3. Gander Mountain, LLC of the River Groups agrees to provide temporary removal, storage and replacement of the dock as necessary for dock preservation during high water events for a period of ten (10) years; and
4. Parks agrees to accept the donation of said dock and to rely on the River Groups to undertake regular inspections of condition and use and to provide maintenance and materials for repairs as needed for safe operation of the dock; and
5. The parties agree that a dock in the described location would be a valuable recreational amenity for the community. They also agree that should it fall into disrepair, such a dock would be an aesthetic, safety and welfare nuisance. Parks therefore reserves the right to modify, demolish and/or remove the dock as warranted by its condition, after reasonable notice to River Groups allowing opportunity for repair; and
6. The River Groups agree to designate contact persons with Parks to communicate concerning the dock; and that Parks shall be the final arbiter of any and all matters concerning the improvement.

**Comment [JCH1]:** Who provides maintenance labor?

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names the day and year first above written.

**WITNESS OUR HANDS AND SEALS** the day and year first above written.

**City of Wichita Department of  
Parks and Recreation**

**Gander Mountain, LLC**

\_\_\_\_\_  
Douglas Kupper, Director

\_\_\_\_\_  
Todd Barker, General Manager

*Memorandum of Understanding*  
Parks and Recreation, Wichita River Groups  
Page 2 of 3

**GreenWay Alliance, Inc.**

**Arkansas River Coalition**

\_\_\_\_\_  
Michi Henning, President

\_\_\_\_\_  
Russell Icke, President

**By Order of the City Council:**

\_\_\_\_\_  
Carl Brewer, Mayor

\_\_\_\_\_  
Date

**Attest:**

\_\_\_\_\_  
Karen Sublett, City Clerk

**Approved as to Form:**

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

**CITY OF WICHITA**  
**City Council Meeting**  
July 3, 2012

**TO:** Mayor and City Council

**SUBJECT:** Acquisition by Eminent Domain of a Tract Required for the Central: 119<sup>th</sup> to 135<sup>th</sup> Street Road Improvement Project (District V)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

---

**Recommendation:** Adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real properties.

**Background:** On August 19, 2008, the City Council approved the design concept to improve Central Avenue from 119<sup>th</sup> Street West to 135<sup>th</sup> Street West. The project will require the acquisition of all or part of 25 tracts. The improvements include straightening Central, providing signalization at the intersection of Central and 135<sup>th</sup> Street, and improving area storm drainage.

**Analysis:** Agreement has been reached on 18 tracts. The initiation of eminent domain was approved by the City Council for the seven remaining tracts on March 20, 2012. During the closing process for one of the previously approved tracts, the owner and the lender could not agree on the division of proceeds. Due to the timing of the project, it is necessary to initiate eminent domain at this time. If the lender and owner reach agreement, the tract will close as approved. If agreement is reached the eminent domain action will be terminated.

**Financial Considerations:** The cost of this acquisition will be paid for with General Obligation Bonds.

**Goal Impact:** The acquisition of these parcels is necessary to ensure Efficient Infrastructure in a developed part of the City.

**Legal Considerations:** The City is authorized by law to commence eminent domain proceedings to acquire these properties.

**Recommendation/Action:** It is recommended that the City Council adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real property; and directing the City Attorney to file the appropriate proceedings in the District Court to accomplish such acquisitions.

**Attachments:** Condemnation ordinance.

PUBLISHED IN THE WICHITA EAGLE ON JULY 6, 2012

ORDINANCE NO. 49-301

AN ORDINANCE PROVIDING FOR THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN PRIVATE PROPERTY, EASEMENTS AND RIGHT-OF-WAY THEREIN, FOR THE PURPOSE OF ACQUIRING REAL PROPERTY FOR THE CONSTRUCTION OF IMPROVEMENTS TO CENTRAL AVENUE FROM 119<sup>TH</sup> STREET WEST TO 135<sup>TH</sup> STREET WEST IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS; DESIGNATING THE LANDS REQUIRED FOR SUCH PURPOSES AND DIRECTING THE CITY ATTORNEY TO FILE A PETITION IN THE DISTRICT COURT OF SEDGWICK COUNTY, KANSAS, FOR ACQUISITION OF THE LANDS AND EASEMENTS THEREIN TAKEN AND PROVIDING FOR PAYMENT OF THE COST THEREOF.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That it be and is hereby declared to be a public necessity to acquire by eminent domain proceedings for the purpose of public right-of-way for the development of infrastructure associated with the improvement of Central Avenue from 119<sup>th</sup> Street West to 135<sup>th</sup> Street West in the City of Wichita, Sedgwick County, Kansas, the lands and easements hereinafter described in Section 2.

SECTION 2. That the description of the lands and title therein necessary for the purpose of such action is as follows:

Clear and complete title for the uses and purposes herein set forth in and to the following-described tracts, to-wit:

A parcel of land in Lot 2, Block 1, Rainbow Lakes West Second Addition in the Northwest Quarter of Section 24, Township 27 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas, said parcel of land being more particularly described as follows:

The North 60 feet of Lot 2, Block 1, Rainbow Lakes West Second Addition, Sedgwick County, Kansas.

Said parcel contains 15,600 sq. ft.

SECTION 3. That the City Attorney is hereby authorized and directed to commence proceedings in eminent domain in the District Court of Sedgwick County,

Kansas, for the appropriation of said lands and determination of the compensation to be awarded for the taking thereof.

SECTION 4. That the costs of said acquisition when ascertained shall be paid from General Obligation Bonds to be issued for the costs of such improvements; PROVIDED, however, should the City of Wichita acquire said property (and said City hereby reserves its right to abandon the condemnation as to any of all tracts) that General Funds are available for said purpose as provided by law.

SECTION 5. That the costs of said acquisition shall be charged to the City of Wichita.

SECTION 6. That this Ordinance shall take effect and be in force from and after its passage and publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 3rd day of, July 2012.

**CITY OF WICHITA**

---

Carl Brewer, Mayor

**ATTEST:**

---

Karen Sublett, City Clerk

**APPROVED AS TO FORM:**

---

Gary E. Rebenstorf, Director of Law

**CITY OF WICHITA**  
**City Council Meeting**  
July 3, 2012

**TO:** Mayor and City Council

**SUBJECT:** Payment of Condemnation Award, Appraisers Fees and Court Costs in  
Condemnation Matter to Acquire Property for Public Right of Way for the West  
Kellogg Freeway Project (Districts IV and V)

**INITIATED BY:** Law Department

**AGENDA:** Consent

---

**Recommendation:** Authorize the payment of appraiser's award, together with appraisers' fees and court costs.

**Background:** On January 6, 2009, the City Council approved the design concept for the Kellogg Freeway, between 111<sup>th</sup> Street West and 143<sup>rd</sup> Street West. The proposed improvements include widening the freeway from two lanes in each direction to three lanes in each direction, frontage roads, and grade separation at 119<sup>th</sup> Street West and 135<sup>th</sup> Street West. There are 43 tracts which will be impacted by the project. The properties consist of single-family residences, commercial properties, vacant land, and billboards. Eighteen tracts were acquired through negotiation. On October 4, 2011, the City Council approved the use of eminent domain to acquire the twenty-five remaining tracts. Thirteen of the twenty-five remaining tracts were acquired via negotiations during the eminent domain process.

**Analysis:** On June 8, 2012, the court appointed appraisers filed their award. They determined the compensation to be paid for the remaining twelve required parcels to be \$5,056,300. The court approved fees to the three appraisers in the total amount of \$105,367.25 with court costs of \$180. In order for the City to acquire these properties, it must pay the award, together with fees and costs to the Clerk of the District Court on or before July 8, 2012.

**Financial Considerations:** The cost of acquiring these properties will be paid from project funds.

**Goal Impact:** The acquisition of these parcels is necessary to ensure Efficient Infrastructure by acquiring property to complete the public purpose of improving West Kellogg from 119<sup>th</sup> West to 151<sup>st</sup> West.

**Legal Considerations:** The City must pay the award within thirty days from the filing of the appraisers' award in order to obtain title to the property. If payment is not made to the Clerk by that date, the eminent domain is deemed abandoned. In that event the City would still be responsible for all fees, costs and the landowners' attorney fees.

**Recommendation/Action:** Authorize payment to the Clerk of the District Court in the amount of \$5,161,847.25 for acquisition of property and easements condemned in the subject case.

**Attachments:** Report of Appraisers and Order Approving Report of Appraisers

2012 JUN -8 P 3:39

CLERK OF DIST. COURT  
18TH JUDICIAL DISTRICT  
SEDGWICK COUNTY, KS

BY \_\_\_\_\_

IN THE EIGHTEENTH JUDICIAL DISTRICT  
DISTRICT COURT, SEDGWICK COUNTY, KANSAS  
CIVIL DEPARTMENT

THE CITY OF WICHITA, KANSAS,  
A Municipal Corporation

Plaintiff,

vs.

ONEOK, INC., et al.,

Defendants.

Case No.: 11-CV-4487

COPY

REPORT OF APPRAISERS

We, the undersigned appraisers, appointed to view and appraise the value of certain lands and/or interests and/or rights therein, described in the Petition of the City of Wichita, Kansas, in the above-captioned matter and to determine just compensation and damages to the interested parties resulting from the takings, after being duly sworn, now report as follows:

On March 20, 2012, we caused notices of our hearing to be mailed to all defendants and interested parties named in the Petition whose addresses were known to us after diligent inquiry and on March 21, 2012, caused such notice to be published in The Wichita Eagle, a newspaper of general circulation in Sedgwick County, Kansas. On April 4, 2012, we began our appraisal and assessment of damages by actual view of the lands to be taken and of the tracts of which they are a part. Commencing on April 4, 2012 and on May 7, 2012, at a public hearing held in the Wichita Transit facility conference room, 777 E. Waterman, Wichita, Kansas, the time and place stated in the notices, at which time we heard oral testimony and received written and other evidence concerning our appraisal and assessment of damages from the plaintiff and such of the defendants as were present and desired to be heard.

After our view of the lands involved, after consideration of the testimony received at the hearing and according to the instructions given us by the Court, we have appraised the lands and/or interests and/or rights therein sought by the plaintiff and described in the Petition and have determined just compensation and damages to the interested parties resulting from the takings are as follows:

**Tract No. 7**

**Interested Parties:**

Brand Investments, LLC (owner); Legacy Bank (mortgagee)

Copy to: Keith Martin, *Attorney for Brand Investments, LLC*

**Legal Description of Entire Tract**

Lot 6, Block D, Auburn Hills 5<sup>th</sup> Addition, Wichita, Sedgwick County, Kansas.

**REAL PROPERTY INTERESTS TO BE ACQUIRED:**

**Easement for Right of Way**

Beginning at the Southwest Corner of Lot 6, Block D, Auburn Hills 5<sup>th</sup> Addition to Sedgwick County, Kansas; thence East along the South line of said Lot 6 a distance of 15 feet; thence Northwesterly for a distance of 136.71 feet to the Northwest Corner of said Lot 6; thence South along the West line of said Lot 6 to the point of beginning, containing 1,020.16 square feet more or less.

**All Right of Access**

All right of access to and from the abutting public roadway over and across a line in Lot 6, Block D, Auburn Hills 5<sup>th</sup> Addition to Sedgwick County, Kansas, described as follows: Beginning at a point on the South line of said Lot 6 and 25 feet East of the Southwest Corner of said Lot 6; FIRST COURSE, thence West along said South line a distance of 10 feet; SECOND COURSE, thence Northwesterly for a distance of 136.71 feet to the Northwest Corner of said Lot 6.

Fair Market Value of Entire Property  
Immediately Before the Taking:

200,000

Fair Market Value of Property Remaining,  
Immediately After the Taking:

190,000

Difference, which is Just Compensation and  
The Amount of Our Award:

\$10,000

  
JG

  
D.T.  
GT

  
LG



**Tract Nos. 8, 9 & 10:**

**Interested Parties:**

Eugene J. Pelz Trust, Darwin E. Russell, Trustee (owner)

Copy to: Bradley Stout, *Attorney for Eugene J. Pelz Trust*

**Legal Description for Entire Tract 8**

Beginning at a point on the West line of the Southwest Quarter of Section 26, Township 27 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas, and 330 feet North of the North line of U.S. Highway 54; thence East 426 feet; thence North 110 feet; thence West 426 feet; thence South to the point of beginning.

**REAL PROPERTY INTERESTS TO BE ACQUIRED FROM TRACT 8:**

**Easement for Right-of-Way**

Beginning at a point on the West line of the Southwest Quarter of Section 26, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas, and 330 feet North of the North right-of-way line of U.S. Highway 54 per Condemnation Case A-38302; thence East, parallel with said North highway right-of-way line, a distance of 75 feet; thence North, parallel with said West line, a distance of 110 feet; thence West, parallel with said North highway right-of-way line, a distance of 75 feet; thence South along said West line a distance of 110 feet to the point of beginning, containing 8,249.63 square feet more or less.

**All Right of Access**

All right of access to and from the abutting public roadway over and across a line in the Southwest Quarter of Section 26, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas, described as follows: Commencing from a point on the West line of said Southwest Quarter and 440 feet North of the North right-of-way line of U.S. Highway 54 per Condemnation Case A-38302; thence East, parallel with said North highway right-of-way line, a distance of 75 feet to the point of beginning; FIRST COURSE, thence South, parallel with said West line, a distance of 110 feet. Except and reserving, however, unto owners of abutting land, their heirs or assigns, the right of access to said public roadway for the purpose of an entrance over and across the following described course: From the beginning of said "FIRST" course and extending South, 40 feet.

### **Legal Description for Entire Tract 9**

Beginning at the intersection of the West line of the Southwest Quarter of Section 26, Township 27 South, Range 2 West of the 6<sup>th</sup> Principal Meridian and the North line of the Right of Way of U.S. Highway 54, thence East along the North line of said Highway 162 feet; thence North parallel with the West line of said Southwest Quarter 330 feet; thence West 162 feet; thence South 330 feet to the place of beginning.

### **REAL PROPERTY INTERESTS TO BE ACQUIRED FROM TRACT 9:**

Beginning at the intersection of the West line of the Southwest Quarter of Section 26, Township 27 South, Range 2 West of the 6<sup>th</sup> Principal Meridian, and the North right-of-way line of U.S. Highway 54; thence East along said North highway right-of-way line a distance of 162 feet; thence North, parallel with said West line, a distance of 285 feet; thence West, parallel with said North highway right-of-way line, a distance of 62 feet; thence Northwesterly for a distance of 35.19 feet to a point 75 feet East of said West line; thence North, parallel with said West line, a distance of 20 feet; thence West, parallel with said North highway right-of-way line a distance of 75 feet to a point on said West line; thence South along said West line a distance of 330 feet to the point of beginning containing 1.14 acres more or less.

### **All Right of Access**

All right of access to and from the abutting public roadway over and across a line in the Southwest Quarter of Section 26, Township 27 South, Range 2 West of the 6<sup>th</sup> Principal Meridian, described as follows: Commencing from the intersection of the West line of said Southwest Quarter and the North line of the Right-of-Way of U.S. Highway 54; thence East along said North highway right-of-way line a distance of 162 feet; thence North, parallel with said West line, a distance of 285 feet to the point of beginning; FIRST COURSE, thence West, parallel with said North highway right-of-way line, a distance of 62 feet; SECOND COURSE, thence Northwesterly for a distance of 35.19 feet to a point 75 feet East of said West line; THIRD COURSE thence North, parallel with said West line, a distance of 20 feet.

## Legal Description for Entire Tract 10

Beginning at a point 162 feet East of the West line of the Southwest Quarter of Section 26, Township 27 South, Range 2 West at a point on the North line of U.S. Highway No. 54; thence East 132 feet; thence North 330 feet; thence West 132 feet; thence South 330 feet to the place of beginning.

## REAL PROPERTY INTERESTS TO BE ACQUIRED FROM TRACT 10:

Beginning at a point 162 feet East of the West line of the Southwest Quarter of Section 26, Township 27 South, Range 2 West at a point on the North line of U.S. Highway No. 54; thence East along said North highway right-of-way line a distance of 132 feet; thence North, parallel with said West line, a distance of 285 feet; thence West, parallel with said North highway right-of-way line, a distance of 132 feet; thence South, parallel with said West line, a distance of 285 feet to point of beginning, containing 0.86 acres more or less.

## All Right of Access

All right of access to and from the abutting public roadway over and across a line in the Southwest Quarter of Section 26, Township 27 South, Range 2 West of the 6<sup>th</sup> Principal Meridian, described as follows: Commencing from a point 162 feet East of the West line of said Southwest Quarter at a point on the North line of U.S. Highway No. 54; thence East along said North highway right-of-way line a distance of 132 feet; thence North, parallel with said West line, a distance of 285 feet to the point of beginning; FIRST COURSE, thence West, parallel with said North highway right-of-way line, a distance of 132 feet.

## Award for Tracts 8, 9, 10:

Fair Market Value of Entire Property  
Immediately Before the Taking:

737,600

Fair Market Value of Property Remaining,  
Immediately After the Taking:

70,000

Difference, which is Just Compensation and  
The Amount of Our Award:

\$667,600

  
JG

  
GT

  
LG

**Tract No. 11**

**Interested Parties:**

Darlene F. Mullin (owner); Beneficial Mortgage Co. of Kansas, Inc. (mortgagee); FIA Card Services, N.A. (other interested party)

Copy to: Bradley Stout, Attorney for Mullin

**Legal Description of the Entire Tract**

That part of the Southwest Quarter of Section 26, Township 27 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas, described as commencing at a point 294 feet East of the West line of said Southwest Quarter at a point on the North line of U.S. Highway 54; thence East 132 feet; thence North 141.8 feet to the point of beginning; thence continuing North 188.2 feet; thence West 132 feet; thence South 184.8 feet; thence East 132 feet, more or less to the point of beginning.

**REAL PROPERTY INTERESTS TO BE ACQUIRED:**

That part of the Southwest Quarter of Section 26, Township 27 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas, described as commencing from a point 294 feet East of the West line of said Southwest Quarter, at a point on the North line of U.S. Highway 54; thence East along said North highway right-of-way line a distance of 132 feet; thence North, parallel with said West line, a distance of 141.8 feet to the point of beginning; thence continuing North, parallel to said West line, a distance of 188.2 feet; thence West, parallel with said North highway right-of-way line, a distance of 132 feet; thence South, parallel with said West line, a distance of 184.8 feet; thence East 132 feet more or less to the point of beginning.

**All Right of Access**

All right of access to and from the abutting public roadway over and across a line in the Southwest Quarter of Section 26, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas, described as follows: Commencing from a point 294 feet East of the West line of said Southwest Quarter, at a point on the North line of U.S. Highway 54; thence East along said North highway right-of-way line a distance of 132 feet; thence North, parallel with said West line, a distance of 205 feet to the point of beginning; FIRST COURSE, thence Northwesterly for a distance of 153.70 feet to a point 285 feet North of said North highway right-of-way line.

Fair Market Value of Entire Property  
Immediately Before the Taking: \_\_\_\_\_

Fair Market Value of Property Remaining,  
Immediately After the Taking: \_\_\_\_\_

Difference, which is Just Compensation and  
The Amount of Our Award: \_\_\_\_\_

\$ 172,500.00

  
JG

  
GT

  
LG

**The Amount of Award is submitted pursuant to a stipulated agreement by the Parties.**

**Tract No. 19**

**Interested Parties:**

Jerry G. Goodwin, Jr. and Sally J. Goodwin (owners)

Copy to: Bradley Stout, *Attorney for Goodwins*

**Legal Description of the Entire Tract**

Beginning at the Southeast corner of the Southwest Quarter of Section 26, Township 27 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence west along the South line of said Quarter Section, 206.77 feet; thence northerly at an angle of 70° to the right from the South line of said Quarter Section 278.75 feet; thence northeasterly at an exterior angle of 46° to the right, 130.0 feet; thence northeasterly at an exterior angle to the right 30°45', 293 feet, more or less, to the East line of said Quarter Section; thence south along the East line of said Quarter Section 539 feet more or less to the point of beginning, EXCEPT that part Condemned in Condemnation Case #A-38302.

**REAL PROPERTY INTERESTS TO BE ACQUIRED:**

Beginning at the Southeast Corner of the Southwest Quarter of Section 26, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas; thence West along the South line of said Southwest Quarter a distance of 206.77 feet; thence Northwesterly at an angle of 70 degrees to the right from said South line a distance of 155.37 feet; thence East, parallel with said South line, a distance of 259.62 feet to a point on the East line of said Southwest Quarter; thence South along said East line a distance of 146 feet to the point of beginning, containing 0.41 acres more or less, exclusive of existing right-of-way.

Fair Market Value of Entire Property  
Immediately Before the Taking:

369,000

Fair Market Value of Property Remaining,  
Immediately After the Taking:

150,000

Difference, which is Just Compensation and  
The Amount of Our Award:

\$219,000

  
JG

  
GT

  
LG

## **Tract No. 26**

### **Interested Parties:**

Cross Road Fellowship Bible Church, Inc. (owner); Central Bank and Trust Co. (mortgagee)

Copy to: Bradley Stout, *Attorney for Cross Road Fellowship Bible Church, Inc.*

### **Legal Description for the Entire Tract**

A tract in the SW  $\frac{1}{4}$  of Section 25, Township 27 South, Range 2 West of the 6<sup>th</sup> Principal Meridian, Sedgwick County, Kansas described as: Beginning at a point on the north right of way line of U.S. Highway 54, as condemned in District Court Case No. A-38302 and 1,468.75 feet west of the east line of said SW  $\frac{1}{4}$  (Measured along said Highway right of way); thence west along said Highway right of way, a distance of 80 feet; thence north with a deflection angle to the right of  $89^{\circ}48'$ , a distance of 630.17 feet to a point 736.6 feet north of the south line of said SW  $\frac{1}{4}$ ; thence west parallel with the south line of said SW  $\frac{1}{4}$ , a distance of 750.49 feet to a point 300 feet east of the west line of said SW  $\frac{1}{4}$ , said point being the SE corner of Lot 1, Block A, Weber Addition, Sedgwick County, Kansas; thence north parallel with the west line of said SW  $\frac{1}{4}$  and along the east line of said Lot 1, a distance of 218 feet to the NE. corner of said Lot 1; thence west parallel with the south line of said SW  $\frac{1}{4}$  and along the north line of said Lot 1, a distance of 300.06 feet to the west line of said SW  $\frac{1}{4}$ ; thence north along the west line of said SW  $\frac{1}{4}$ , a distance of 895.67 feet; thence east parallel with the south line of said SW  $\frac{1}{4}$ , a distance of 1609.15 feet; thence south parallel with the west line of said SW  $\frac{1}{4}$  a distance of 1083.14 feet to a point on the north line of deed recorded at Film 2123, Page 23; thence westerly along the north line of deed recorded at Film 2123, Page 23, a distance of 138.29 feet to the NW. corner of deed recorded at Film 2123, Page 23; thence southerly along the west line of deed recorded at Film 2123, Page 23, a distance of 30.50 feet; thence westerly along the north line of deed recorded at DOC.#. FLM-PG: 28778360, a distance of 341.09 feet; thence southerly, a distance of 630.50 feet to the point of beginning EXCEPT that part condemned for Highway right of way in Condemnation Case C-10792.

### **REAL PROPERTY INTERESTS TO BE ACQUIRED:**

#### **Easement for Right of Way**

A tract of land described as beginning at a point on the West line of the Southwest Quarter of Section 25, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas, and 955.24 feet North of the Southwest Corner of said Southwest Quarter; thence East, parallel with the South line of said Southwest Quarter, a distance of 60 feet; thence North, parallel with said West line, a distance of 895.67 feet; thence West, parallel with said South line, a distance of 60 feet to a point on said West line; thence South along said West line a distance of 895.67 feet to the point of beginning, containing 1.23 acres more or less.

#### **All Right of Access**

All right of access to and from the abutting public roadway over and across a line in the Southwest Quarter of Section 25, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas, described as follows: Commencing from a point on the North right-of-way line of U.S. Highway 54 per Condemnation Case #A-38302 and 1468.75 feet West of the East line of said Southwest Quarter, measured along said North highway right-of-way line; thence West along

said North highway right-of-way line a distance of 80 feet; thence North with a deflection angle to the right of 89 degrees 48 minutes a distance of 40 feet to a point on the North right-of-way line of U.S. Highway 54 per Condemnation Case #C-10792 said point being the point of beginning; FIRST COURSE, thence East along said North highway right-of-way line per Condemnation Case #C-10792 a distance of 80 feet.

Fair Market Value of Entire Property  
Immediately Before the Taking:

2,650,000

Fair Market Value of Property Remaining,  
Immediately After the Taking:

2,117,000

Difference, which is Just Compensation and  
The Amount of Our Award:

533,000

JG

DT  
GT

LG

## Tract No. 35

### Interested Parties:

David A. Calvin and Cheryl A. Calvin (owners); B.E.L.T., Inc. (mortgagee); Kanza Bank (mortgagee); Midway Wholesale (mechanic's lien); Board of County Commissioners of Sedgwick County (real estate taxes); Architectural Waterproofing (tenant); American Mobile, Inc. (tenant); Spraytech, Inc. (tenant); Jeff Hall (tenant); CECO Pipeline (tenant); Myles Sipe (Lamar billboard)

Copy to: Robert Kaplan, *Attorney for Calvins*

### REAL PROPERTY INTERESTS TO BE ACQUIRED:

Beginning at the intersection of the South right-of-way line of U.S. Highway 54 and the West line of the Northwest Quarter of Section 35, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas; thence South along said West line a distance of 466.69 feet; thence East, parallel with said South highway right-of-way line, to a point 75 feet East of said West line; thence North, parallel with said West line, a distance of 162.50 feet; thence Northeasterly for a distance of 34.88 feet to a point 100 feet East of said West line and 280 feet South of said South highway right-of-way line; thence East, parallel with said South highway right-of-way line, a distance of 150 feet; thence Northeasterly for a distance of 166.50 feet to a point 202 feet South of said South highway right-of-way line; thence North, parallel with said West line a distance of 202 feet to a point on said South highway right-of-way line; thence West along said South highway right-of-way line a distance of 396.69 feet to the point of beginning, containing 2.75 acres more or less.

All right of access to and from the abutting public roadway over and across a line in the Northwest Quarter of Section 35, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas, described as follows: Commencing from the intersection of the South right-of-way line of U.S. Highway 54 and the West line of said Northwest Quarter; thence South along said West line a distance of 466.69 feet; thence East, parallel with said South highway right-of-way line, to a point 75 feet East of said West line to the point of beginning; FIRST COURSE, thence North, parallel with said West line, a distance of 162.50 feet; SECOND COURSE, thence Northeasterly for a distance of 34.88 feet to a point 100 feet East of said West line and 280 feet South of said South highway right-of-way line; THIRD COURSE, thence East, parallel with said South highway right-of-way line, a distance of 150 feet; FOURTH COURSE, thence Northeasterly for a distance of 166.50 feet to a point 202 feet South of said South highway right-of-way line. Except and reserving, however, unto owners of abutting land, their heirs or assigns, the right of access to said public roadway for the purpose of an entrance over and across the following described course: From the beginning of said "FIRST" course and extending North, 40 feet.

### Temporary Construction Easement

Commencing from the intersection of the South right-of-way line of U.S. Highway 54 and the West line of said Northwest Quarter; thence South along said West line a distance of 466.69 feet; thence East, parallel with said South highway right-of-way line, to a point 75 feet East of said West line; thence North, parallel with said West line, a distance of 162.50 feet to the point of beginning; thence Northeasterly for a distance of 34.88 feet to a point 100 feet East of said West line and 280 feet South of said South highway right-of-way line; thence East, parallel with said



South highway right-of-way line, a distance of 150 feet; thence Northeasterly for a distance of 166.50 feet to a point 202 feet South of said South highway right-of-way line; thence South, parallel with said West line, a distance of 102.19 feet; thence West, parallel with said South highway right-of-way line, a distance of 321.69 feet to the point of beginning, containing 0.30 acres more or less.

The temporary easement is being acquired for the purpose of surveying, filling, grading and all other purposes incidental to the construction of a street or sidewalk on the permanent right-of-way adjacent thereto substantially as shown on the plans filed with the City Engineer for the City of Wichita, Kansas. All areas disturbed are to be restored by replacement of sod or pavement to a condition as good as or better than before. No trees or improvements are to be damaged or removed excepting those indicated on the plans aforescribed. No part of any building or structure, including any eaves, awnings or other overhanging attachment, either within or partly within said temporary easement, shall be damaged or removed unless indicated on the plans aforescribed.

Said temporary easement shall expire two (2) years from the date of the filing of the Report of Appraisers herein or ninety (90) days after completion of the project, whichever occurs first. The owners, tenants, lienholders and easement holders, their heirs and assigns, may fully use and enjoy the land within the construction easement, provided such use shall not interfere with the construction of the street. The owners, tenants, their customers and the public at large shall have access from a public street to the property across part of which the temporary easement is being acquired at all times during the period of construction.

Fair Market Value of Entire Property  
Immediately Before the Taking:

2,150,000

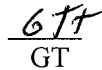
Fair Market Value of Property Remaining,  
Immediately After the Taking:

974,000

Difference, which is Just Compensation and  
The Amount of Our Award:

1,176,000

  
JG

  
GT

  
LG

**Tract No. 36**

**Interested Parties:**

Global Engineering & Technology, Inc. (owner); State Bank of Colwich (n/k/a Legacy Bank) (mortgagee); Board of County Commissioners of Sedgwick County (real estate taxes)

Copy to: David Rapp and Eric Barth, Attorneys for Global Engineering & Technology, Inc.

**Legal Description for the Entire Tract**

A tract of Land located in the Northwest Quarter of Section 35, Township 27 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas, described as follows: Beginning at a point on the West line of the Northwest Quarter of Section 35 which is 628.89 feet South of the South Right-of-Way line of U.S. Highway 54; thence East parallel with the South line of said Highway Right-of-Way, 496.69 feet; thence South parallel with the West line of said Northwest Quarter, 274.83 feet; thence West parallel with the South line of said U.S. Highway 54, 496.69 feet to the West line of the Northwest Quarter of said Section 35; thence North on said West line, 274.83 feet to the point of beginning.

**REAL PROPERTY INTERESTS TO BE ACQUIRED:**

**Easement for Right-of-Way**

Beginning at a point on the West line of the Northwest Quarter of Section 35, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas, and 628.89 feet South of the South right-of-way line for U.S. 54 Highway; thence East, parallel with said South highway right-of-way line, a distance of 50 feet; thence South, parallel with said West line, a distance of 274.83 feet; thence West, parallel with said South highway right-of-way line, a distance of 50 feet to a point on said West line; thence North along said West line a distance of 274.83 feet to the point of beginning, containing 0.32 acres more or less.

Fair Market Value of Entire Property  
Immediately Before the Taking:

975,000

Fair Market Value of Property Remaining,  
Immediately After the Taking:

477,500

Difference, which is Just Compensation and  
The Amount of Our Award:

\$497,500

  
JG

  
GT

  
LG

**Tract No. 37**

**Interested Parties:**

Ryan A. McKnight (owner); Homer Morgan, Trustee of the Homer Morgan Revocable Trust (equitable interest); City Limits Grill (tenant)

**Legal Description for the Entire Tract**

A Tract in the Northwest Quarter of Section 35, Township 27 South, Range 2 West, Sedgwick County, Kansas, described as: beginning on the South line of the Right-of-Way of U.S. Highway 54 a distance of 496.69 feet East of the West line of said Quarter Section; thence East 50 feet; thence South parallel with the West line of said Northwest Quarter, a distance of 466.69 feet; thence West parallel with the South line of said Highway Right-of-Way 50 feet; thence North 466.69 feet to the point of beginning, Except that part condemned in Condemnation Case #A-38302.

**Legal Description of the Areas to be Acquired**

A tract of land in the Northwest Quarter of Section 35, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas described as follows: Commencing from the intersection of the South right-of-way line of U.S. Highway 54 and the West line of said Northwest Quarter; thence East along said South highway right-of-way line a distance of 396.69 feet to the point of beginning; thence continuing East along said South highway right-of-way line a distance of 100 feet; thence South, parallel with said West line, a distance of 466.69 feet; thence West parallel with the south line of said highway right-of-way line 100 feet; thence North, parallel with said West line, a distance of 466.69 feet to the point of beginning, containing 1.07 acres more or less.

Fair Market Value of Entire Property  
Immediately Before the Taking:

406,700

Fair Market Value of Property Remaining,  
Immediately After the Taking:

29,700

Difference, which is Just Compensation and  
The Amount of Our Award:

\$377,000

  
JG

  
GT

  
LG

**Tract No. 38**

**Interested Parties:**

Homer Morgan, Trustee of the Homer Morgan Revocable Trust (owner);  
City Limits Grill (tenant)

**Legal Description of Entire Tract**

A Tract in the Northwest Quarter of Section 35, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas, described as follows: Beginning at the intersection of the South line of U.S. Highway 54 Right-of-Way and the West line of said Northwest Quarter; thence East along the South line of said Highway Right-of-Way 496.69 feet; thence South parallel with the West line of said Northwest Quarter 466.69 feet; thence West 496.69 feet; thence North 466.69 feet to the place of beginning, Except the West 396.69 feet, thereof and Except that part condemned in Condemnation Case# A-38302.

**Legal Description of the Areas to be Acquired**

A tract of land in the Northwest Quarter of Section 35, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas described as follows: Commencing from the intersection of the South right-of-way line of U.S. Highway 54 and the West line of said Northwest Quarter; thence East along said South highway right-of-way line a distance of 496.69 feet to the point of beginning; thence continuing East along said South highway right-of-way line a distance of 50 feet; thence South, parallel with said West line, a distance of 466.69 feet; thence West parallel with the south line of said highway right-of-way line 50 feet; thence North, parallel with said West line, a distance of 466.69 feet to the point of beginning, containing 23,334.50 square feet more or less.

Fair Market Value of Entire Property  
Immediately Before the Taking:

70,000

Fair Market Value of Property Remaining,  
Immediately After the Taking:

17,000

Difference, which is Just Compensation and  
The Amount of Our Award:

53,000

  
JG

  
GT

  
LG

**Tract No. 41**

**Interested Parties:**

Rebah J. Hubbard Revocable Inter Vivos Trust (owner)

Copy to: Bradley Stout, *Attorney for Rebah J. Hubbard Revocable Inter Vivos Trust*

**Legal Description of Entire Tract**

That part of the Northeast Quarter, Section 35, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas lying North of the North Right-of-Way line of the Atchinson, Topeka and Santa Fe Railroad, Except that part described as commencing at the Southeast corner of said Northeast Quarter; thence North along the East line of said Northeast Quarter 827.83 feet to a point on the North Right-of-Way line of said Railroad; thence Westerly along said Railroad Right-of-Way line 633.10 feet for a point of beginning; thence continuing Westerly along said Railroad North Right-of-Way line 50 feet; thence North parallel with the East line of said Northeast Quarter 50 feet; thence East parallel with said Railroad Right-of-Way line 50 feet; thence South 50 feet to the point of beginning and Except that part condemned in Condemnation Case# A-38302.

**REAL PROPERTY INTERESTS TO BE ACQUIRED:**

Commencing from a point 40 feet West and 69.9 feet South of the Northeast Corner of the Northeast Quarter of Section 35, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas, said point being on the South right-of-way line of U.S. Highway 54 per Condemnation Case A-38302; thence West along said South highway right-of-way line a distance of 95 feet to the point of beginning; thence Southeasterly for a distance of 69.58 feet to a point 120 feet South of the North line of said Northeast Quarter and 85 feet West of the East line of said Northeast Quarter; thence South, parallel with said East line, a distance of 275 feet to a point 395 feet South of said North line; thence West, parallel with said North line, a distance of 200 feet; thence Northwesterly for a distance of 340.75 feet to a point 235 feet South of said North line and 585 feet West of said East line; thence Westerly for a distance of 1310.27 feet to a point 195 feet South of said North line and 725 feet East of the West line of said Northeast Quarter; thence West, parallel with said North line, a distance of 725.02 feet to a point on said West line; thence North along said West line a distance of 89 feet to a point on said South highway right-of-way line; thence East along said South highway right-of-way line a distance of 1691.60 feet to a point 88.30 feet South of said North line; thence Easterly along said South highway right-of-way line for a distance of 793.19 feet to the point of beginning, containing 8.35 acres more or less.

**All Right of Access**

All right of access to and from the abutting public roadway over and across a line in the Northeast Quarter of Section 35, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas, described as follows: Beginning at a point 395 feet South of the North line of said Northeast Quarter and 85 feet West of the East line of said Northeast Quarter; FIRST COURSE, thence West, parallel with said North line, a distance of 200 feet; SECOND COURSE, thence Northwesterly for a distance of 340.75 feet to a point 235 feet South of said North line and 585 feet West of said East line; THIRD COURSE, thence Westerly for a distance of 1310.27 feet to a point 195 feet South of said North line and 725 feet East of the West line of said Northeast Quarter. Except and reserving, however, unto owners of abutting land, their heirs or assigns, the

right of access to said public roadway for the purpose of an entrance over and across the following described course: From the end of said "THIRD" course and extending Easterly 645 feet.

### Temporary Construction Easement

Beginning at a point 395 feet South of the North line of the Northeast Quarter of Section 35, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas, and 85 feet West of the East line of said Northeast Quarter; thence West, parallel with said North line, a distance of 10 feet; thence Southerly for a distance of 237.56 feet to a point 632 feet South of said North line and 80 feet West of said East line; thence East, parallel with said North line, a distance of 10 feet; thence Northerly for a distance of 237.56 feet to the point of beginning, containing 2,370.02 square feet more or less.

The temporary easement is being acquired for the purpose of surveying, filling, grading and all other purposes incidental to the construction of a street or sidewalk on the permanent right-of-way adjacent thereto substantially as shown on the plans filed with the City Engineer for the City of Wichita, Kansas. All areas disturbed are to be restored by replacement of sod or pavement to a condition as good as or better than before. No trees or improvements are to be damaged or removed excepting those indicated on the plans aforescribed. No part of any building or structure, including any eaves, awnings or other overhanging attachment, either within or partly within said temporary easement, shall be damaged or removed unless indicated on the plans aforescribed.

Said temporary easement shall expire two (2) years from the date of the filing of the Report of Appraisers herein or ninety (90) days after completion of the project, whichever occurs first. The owners, tenants, lienholders and easement holders, their heirs and assigns, may fully use and enjoy the land within the construction easement, provided such use shall not interfere with the construction of the street. The owners, tenants, their customers and the public at large shall have access from a public street to the property across part of which the temporary easement is being acquired at all times during the period of construction.

Fair Market Value of Entire Property  
Immediately Before the Taking:

4,352,000

Fair Market Value of Property Remaining,  
Immediately After the Taking:

3,048,000

Difference, which is Just Compensation and  
The Amount of Our Award:

\$1,304,000

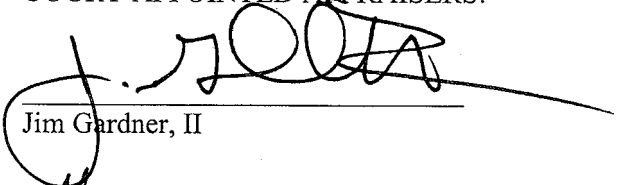
  
JG

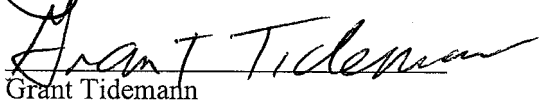
  
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The foregoing Report of our appraisal is well and truthfully made and in witness whereof,  
we have hereunto affixed our signatures this 8<sup>th</sup> day of JUNE, 2012.

COURT-APPOINTED APPRAISERS:

  
Jim Gardner, II

  
Grant Tidemann

  
Leo A. Goseland

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
CLERK OF THE DISTRICT COURT



COPY

FILED

APP DOCKET NO. \_\_\_\_\_

2012 JUN 20 11:04

**IN THE EIGHTEENTH JUDICIAL DISTRICT  
DISTRICT COURT, SEDGWICK COUNTY, KANSAS  
CIVIL DEPARTMENT**

CLERK OF DIST COURT  
18TH JUDICIAL DISTRICT  
SEDGWICK COUNTY, KS

BY \_\_\_\_\_

**THE CITY OF WICHITA, KANSAS,  
A Municipal Corporation**

**Plaintiff,**

**vs.**

**Case No.: 11-CV-4487**

**ONEOK, INC., et al.,**

**Defendants.**

**AMENDED REPORT OF APPRAISERS**

We, the undersigned appraisers, appointed to view and appraise the value of certain lands and/or interests and/or rights therein, described in the Petition of the City of Wichita, Kansas, in the above-captioned matter and to determine just compensation and damages to the interested parties resulting from the takings, after being duly sworn, now submit the following Amended Report of Appraisers to correct legal descriptions and the valuations with respect to Tract 37 and Tract 38, as follows:



Tract No. 37

**Interested Parties:**

Homer Morgan, Trustee of the Homer Morgan Revocable Trust (owner);  
City Limits Grill (tenant)

**Legal Description of Entire Tract**

A Tract in the Northwest Quarter of Section 35, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas, described as follows: Beginning at the intersection of the South line of U.S. Highway 54 Right-of-Way and the West line of said Northwest Quarter; thence East along the South line of said Highway Right-of-Way 496.69 feet; thence South parallel with the West line of said Northwest Quarter 466.69 feet; thence West 496.69 feet; thence North 466.69 feet to the place of beginning, Except the West 396.69 feet, thereof and Except that part condemned in Condemnation Case# A-38302.

**Legal Description of the Areas to be Acquired**

A tract of land in the Northwest Quarter of Section 35, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas described as follows: Commencing from the intersection of the South right-of-way line of U.S. Highway 54 and the West line of said Northwest Quarter; thence East along said South highway right-of-way line a distance of 396.69 feet to the point of beginning; thence continuing East along said South highway right-of-way line a distance of 100 feet; thence South, parallel with said West line, a distance of 466.69 feet; thence West parallel with the south line of said highway right-of-way line 100 feet; thence North, parallel with said West line, a distance of 466.69 feet to the point of beginning, containing 1.07 acres more or less.

Fair Market Value of Entire Property  
Immediately Before the Taking:

\$ 406,700

Fair Market Value of Property Remaining,  
Immediately After the Taking:

- 0 -

Difference, which is Just Compensation and  
The Amount of Our Award:

\$ 406,700

  
JG

  
GT

  
LG

**Interested Parties:**

Ryan A. McKnight (owner); Homer Morgan, Trustee of the Homer Morgan Revocable Trust (equitable interest); City Limits Grill (tenant)

**Legal Description for the Entire Tract**

A Tract in the Northwest Quarter of Section 35, Township 27 South, Range 2 West, Sedgwick County, Kansas, described as: beginning on the South line of the Right-of-Way of U.S. Highway 54 a distance of 496.69 feet East of the West line of said Quarter Section; thence East 50 feet; thence South parallel with the West line of said Northwest Quarter, a distance of 466.69 feet; thence West parallel with the South line of said Highway Right-of-Way 50 feet; thence North 466.69 feet to the point of beginning, Except that part condemned in Condemnation Case #A-38302.

**Legal Description of the Areas to be Acquired**

A tract of land in the Northwest Quarter of Section 35, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas described as follows: Commencing from the intersection of the South right-of-way line of U.S. Highway 54 and the West line of said Northwest Quarter; thence East along said South highway right-of-way line a distance of 496.69 feet to the point of beginning; thence continuing East along said South highway right-of-way line a distance of 50 feet; thence South, parallel with said West line, a distance of 466.69 feet; thence West parallel with the south line of said highway right-of-way line 50 feet; thence North, parallel with said West line, a distance of 466.69 feet to the point of beginning, containing 23,334.50 square feet more or less.

Fair Market Value of Entire Property  
Immediately Before the Taking:

\$ 70.000

Fair Market Value of Property Remaining,  
Immediately After the Taking:

- 0 -

Difference, which is Just Compensation and  
The Amount of Our Award:

\$ 70.000

  
JG

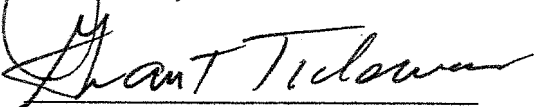
  
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LG

The foregoing Report of our appraisal is well and truthfully made and in witness whereof,  
we have hereunto affixed our signatures this 19<sup>th</sup> day of JUNE, 2012.

COURT-APPOINTED APPRAISERS:

  
Jim Gardner, II

  
Grant Tidemann

  
Leo A. Goseland

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
CLERK OF THE DISTRICT COURT

2012 JUN -8 P 3:39

IN THE EIGHTEENTH JUDICIAL DISTRICT  
DISTRICT COURT, SEDGWICK COUNTY, KANSAS  
CIVIL DEPARTMENT

CLERK OF DIST. COURT  
18TH JUDICIAL DISTRICT  
SEDGWICK COUNTY, KS

BY

COPY

THE CITY OF WICHITA, KANSAS,  
A Municipal Corporation

Plaintiff,

vs.

Case No.: 11-CV-4487

ONEOK, INC., et al.,

Defendant.

STATEMENT OF APPRAISERS FEES AND EXPENSES

Pursuant to K.S.A. 26-505, on this 8<sup>th</sup> <sup>JUNE</sup> day of ~~May~~, 2012, the Court-appointed appraisers submit the following statement for their fees and expenses for acting as the Court's appraisers herein:

Jim Gardner, II:

144 hours @ \$ 250 per hour is

\$36.000

85 miles @ \$0. 55 per mile is

46.75

out-of pocket expenses total of

- 0 -

Total: \$ 36,045.75

Grant Tidemann:

140 hours @ \$ 250 per hour is

35,000

50 miles @ \$0. 55 per mile is

27.50

out-of pocket expenses total of

- 0 -

Total: \$ 35,027.50

Leo A. Goseland:

137 hours @ \$ 250 per hour is

34,250.00

80 miles @ \$0. 55 per mile is

44.00

out-of pocket expenses total of

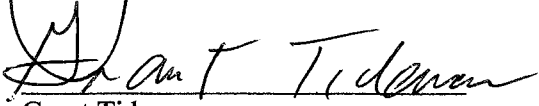
- 0 -


Total: \$ 34,294.00

The foregoing Report of our fees and expenses is well and truthfully made and in witness  
whereof, we have hereunto affixed our signatures this 8<sup>th</sup> day of JUNE, 2012.

APPRAISERS:

  
Jim Gardner, II

  
Grant Tidemann

  
Leo A. Goseland

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
CLERK OF THE DISTRICT COURT

City of Wichita  
City Council Meeting  
July 3, 2012

**TO:** Mayor and City Council

**SUBJECT:** External Station Survey Contract

**INITIATED BY:** Wichita Area Metropolitan Planning Organization (WAMPO)

**AGENDA:** Consent

---

**Recommendation:** As fiscal agent, approve contract with Iteris, Inc. for the services to conduct and evaluate an External Station Survey.

**Background:** The WAMPO Transportation Policy Body (TPB) on July 10 is expected to direct staff to pursue a contract with consultants to develop, execute, and evaluate an External Station Survey. The Survey will collect transportation-related data at nineteen locations as traffic enters and leaves the WAMPO Metropolitan Planning Area Boundary. The preferred vendor, Iteris, Inc., was selected to perform the External Station Survey. Attached is the contract between WAMPO and Iteris, Inc. to provide the desired services.

**Analysis:** The City of Wichita is the fiscal agent for the WAMPO. Professional consulting services are sought to perform an External Station Survey. The results of the External Station Survey will provide data for the update of the WAMPO Travel Demand Model and other transportation planning purposes.

Three proposals were received in response to a Request for Proposals (RFP) (FP240022). Iteris, Inc. was chosen by the eleven member consultant selection committee comprised of representatives from the Kansas Department of Transportation; WAMPO Transportation Policy Body; WAMPO Technical Advisory Committee; City of Wichita Finance, Purchasing, and Law; and WAMPO staff.

**Financial Considerations:** This contract is for a total not to exceed \$205,000 in 2012 and not to exceed \$30,000 in 2013. WAMPO's federal Consolidated Planning Grant (CPG) funds will be used to pay eighty percent (80%) of the costs associated with the contractual services (\$188,000). Kansas Department of Transportation (KDOT) toll credits will account for the twenty percent (20%) matching funds (\$47,000).

**Goal Impact:** This plan promotes Economic Vitality and Efficient infrastructure in the WAMPO region.

**Legal Considerations:** The Law Department has approved the contract as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the selection of Iteris, Inc. to complete the External Station Survey and authorize, as the fiscal agent for the WAMPO, the necessary signatures to execute the contract.

**Attachment:** Consultant contract

# AGREEMENT FOR PROFESSIONAL SERVICES

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## WAMPO External Station Survey Consultant Agreement

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the Wichita Area Metropolitan Planning Organization, (hereinafter referred to as “the Client”), and Iteris, Inc., (hereinafter referred to as “the Consultant”).

**WHEREAS**, the Client wants to contract for services to support the development of an External Station Survey, has publicly solicited proposals for the same, and the Consultant has presented the best combination of services from among the vendors presenting proposals. Therefore, the Client wishes to contract with the Consultant for those services. The Agreement is financed in part with funding from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). The services performed under any resulting agreement shall comply with all federal, state, and WAMPO Fiscal Agent (the City of Wichita) laws and regulations. In addition, this Agreement will be subject to the requirements of 49 CFR 18 and cost eligibility reimbursement will be subject to 48 CFR 31.2; and

**WHEREAS**, the Consultant has the knowledge, experience, and expertise in transportation planning to undertake this Project on behalf of the Client; and

**WHEREAS**, the Client desires to retain the services of the Consultant to provide support in the development and completion of the WAMPO External Station Survey.

### **NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**1. DESCRIPTION OF SERVICES.** The Consultant will provide the services and deliver the documents required to complete the External Station Survey as outlined in the Scope of Services set forth in Exhibit C and as follows.

- A. To make available during regular office hours, all calculations, maps, drawings, and all other appropriate forms of representation such as the Client may wish to examine periodically during performance of this Agreement.
- B. To attend meetings with the Client and other local, state, and federal agencies as necessitated by the Scope of Services as set forth in Exhibit C, which by this reference is incorporated and made a part of this Agreement.
- C. To save and hold the Client harmless against all suits, claims, and losses arising from or caused by errors, omissions, or negligent acts of the Consultant, its agents, servants, employees, or subcontractors occurring in the performance of its services under this Agreement.
- D. To maintain books, documents, papers, accounting records, and other evidence pertaining to costs incurred by the Consultant and, where relevant to method of payment, to make such material available to the Client.
- E. To comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964.
- F. To be responsible for the professional and technical accuracies and the coordination of all designs, maps and presentations, drawings, specifications, plans, and/or other work or material furnished by the Consultant under this Agreement. The Consultant further agrees that all designs, drawings, specifications, plans, and other work or material furnished by the Consultant, its agents, employees, and subcontractors, under this Agreement, including any additions, alterations, or amendments thereof, shall be free from negligent errors or omissions.

**2. PERFORMANCE OF SERVICES.** The Consultant shall determine the manner in which its services hereunder are to be performed and the specific hours to be worked in performing such services; provided, the Consultant will provide requested services and delivered documents as agreed between the Client and the Consultant in Exhibit C.

**3. PROMPT PAYMENT.** The Client will compensate upon finding that services and deliverables provided by the Consultant are acceptable under the terms of the Agreement for the direct hours worked

by the Consultant's employee(s) at the rates set forth in Exhibit D, Fee Schedule, which by this reference is incorporated and made a part of this Agreement. The Client will compensate the Consultant upon finding that costs are acceptable under the terms of the Agreement for material and other direct costs specified in the Scope of Services and for reasonable expenses, including travel, incurred as a direct result of the Consultant's performance of services. The actual cost shall be incurred in conformity with the cost principles established in 23 CFR 172 and 48 CFR et seq. Unless acceptable by the Client, the maximum cost not-to-exceed dollar amount for the compensation for services detailed in this Agreement as Phase I is to be \$205,000. Final billing for the Phase I of the project, including reimbursable expenses for the time they are productively engaged in work necessary to fulfill the terms of this Agreement, must be submitted to the Client by December 14, 2012. Unless acceptable by the Client, the maximum cost not-to-exceed dollar amount for the compensation for services detailed in this Agreement as Phase II is to be \$30,000. Final billing for the Phase II of the project, including reimbursable expenses for the time they are productively engaged in work necessary to fulfill the terms of this Agreement, must be submitted to the Client by March 30, 2013. During the progress of work covered by this Agreement, payments will be made to the Consultant at intervals of 30 days based on the statements provided by the Consultant itemizing the number of hours of work performed, the percentage of the services hereunder completed, and in compliance with the Fee Schedule as set forth in Exhibit D, a copy of which is attached hereto and incorporated herein by reference. The Client will make payment within 30 calendar days of a reconciled and approved invoice reflecting deliverables as outlined by the scope of work. The Consultant will negotiate with the Client if there are any changes in deliverable dates. Furthermore, the Consultant shall include documentation of payment to subcontractors for work being invoiced to the Client.

In addition, the Consultant agrees that;

- A. The reimbursement for the professional services required by this Agreement as stated in the scope will be based on the Consultant's actual costs, which can be less than the estimated amount. If additional work beyond the scope should be necessary, the Client will negotiate with the Consultant if there are any changes in the deliverables. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the Client and the Consultant.
- B. The Client will inform the Consultant within 45 days of any dissatisfaction with deliverables or invoicing and will reimburse to the Consultant any withheld payment upon completion of the associated work effort to the Client's satisfaction.
- C. The Client may withhold reimbursement of payment at the end of each 30-day cycle in the situation where deliverables applicable to the invoiced amount get delayed by more than two weeks without the Client's approval. Any payment withheld will be proportional to a reasonable estimate of the work effort that may be delayed. Reimbursement will be made promptly upon completion of the associated services to the satisfaction of the Client. The Consultant will not be responsible or held liable for delays occasioned by the actions or inactions on the part of the Client or for other unavoidable delays beyond the control of the Consultant.
- D. At scheduled project meetings the Consultant will review with the Client the Consultant's progress with regard to both completed and ongoing work efforts. Progress will be assessed with regard to the status of completion of deliverables that are ongoing and the Consultant's efforts to resolve issues that may affect schedule. Deliverables as identified within the Scope of Services will be discussed as well as any known project issues that may be beyond the control of the Consultant that could affect the schedule. The Client may withhold payment in part or in whole for services not completed or for which work progress is not proportional to the level of effort invoiced. Any withheld payment will be proportional to the effort deemed necessary to bring the associated tasks or deliverables up to the level of effort that has been invoiced.

**4. CASH BASIS AND BUDGET LAWS.** The right of the Client to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other applicable laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the Client shall at all times stay in conformity with such laws, and as a condition of this Agreement the Client reserves the right to unilaterally sever, modify, or terminate this Agreement at any



time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

**5. INDEMNIFICATION AGREEMENT.** The Consultant agrees to fully indemnify, defend, and hold harmless the Client, its officers, employees, and volunteers from any and all loss, damage, liability, claim, demand, or cause of action whatsoever to the extent arising out of or resulting from or alleged to have arisen out of or have resulted from any negligent act or omission or willful misconduct of the Consultant, its officers, employees, independent contractors, or representatives in the performance of this Agreement.

**6. TERM/TERMINATION.** This Agreement shall run for the life of the project effective the date of the final signature of this Agreement. This Agreement shall terminate upon the satisfactory completion by the Consultant of the services and documents required to be provided hereunder, or at any time upon 20 days written notice of cancellation by the Client. Upon receipt of such notice of termination the Consultant shall discontinue and cause all such work to terminate upon the date specified in the notice from the Client. The Consultant will be entitled to compensation for actual effort performed up to the date of termination. Any invoice for completed work or termination claim must be submitted to the Client within thirty (30) days after the effective date of termination. In the event of termination, such information prepared by the Consultant to carry out this Agreement, including data, studies, surveys, records, drawings, maps and reports shall, at the option of the Client, become the property of the Client and be immediately turned over to the Client. The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

**7. PROPRIETARY MATERIALS.** Upon the successful completion of Agreement, all data provided by the Client, and any new data collected by the Consultant under this Agreement will be returned to the Client. The Consultant agrees to not keep copies of the provided or collected data after the successful completion of the Agreement for any other use, or transfer data to any other party without the written approval from the Client.

**8. RELATIONSHIP OF PARTIES.** It is understood and agreed that the Consultant is an independent contractor.

**9. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficient if delivered in person or deposited in the United States mail, postage prepaid, and addressed as follows:

For the Client: William A. Christian  
Interim Transportation Division Manager  
WAMPO  
455 North Main, 10<sup>th</sup> Floor  
Wichita, Kansas 67202

For the Consultant: Michael S. Malone, P.E., PTOE  
Project Manager  
Iteris, Inc.  
9229 Ward Parkway, Suite 340  
Kansas City, Missouri 64114

**10. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, either oral or written. This Agreement supersedes any prior written or oral agreement between the parties pertaining to the same subject matter.

**11. AMENDMENT.** This Agreement may be modified or amended if the modification or amendment is made in writing and signed by the Client and the Consultant.

**12. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds any

provision of this Agreement is invalid or unenforceable, but by limiting the applicability of such provision the entire Agreement would be valid and enforceable, then such provision shall be deemed to be written, construed and enforced as limited.

**13. NO WAIVER OF CONTRACTUAL RIGHTS.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**14. APPLICABLE LAW.** This Agreement shall be governed by the law of the State of Kansas. Venue shall lie in Sedgwick County District Court.

**15. CONTRACTUAL PROVISIONS ATTACHMENT.** The Provisions found in Exhibit A (City of Wichita Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements Statement for Contracts or Agreements), Exhibit B (State of Kansas Department of Administration DA-146a (Rev. 1-01) Contractual Provisions Attachment, Exhibit E (DBE Special Attachment No. 1 – Title VI assurance), and Exhibit F (DBE Provision 07-18-80-R26), which is attached hereto, are hereby incorporated in this Agreement and made a part thereof, and are effective as to all parties. All other exhibits, labeled Exhibit A through Exhibit F, to this Agreement are incorporated by reference and are as fully effective on all parties as if set forth here at length.

**Approved as to form:**

By \_\_\_\_\_  
Gary E. Rebenstorf  
City Attorney, City of Wichita

\_\_\_\_\_  
Date

**WICHITA AREA METROPOLITAN PLANNING ORGANIZATION:**

\_\_\_\_\_  
Tim Norton  
Transportation Policy Body Chairperson

\_\_\_\_\_  
Date

**CITY OF WICHITA AS FISCAL AGENT:**

\_\_\_\_\_  
Carl Brewer  
City of Wichita Mayor

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
John Schlegel  
WAMPO Secretary

\_\_\_\_\_  
Date

**Iteris, Inc.**

\_\_\_\_\_  
Michael S. Malone  
Project Manager

\_\_\_\_\_  
Date

## **EXHIBIT A**

### **REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this Agreement, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this Agreement, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated there under.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present Agreement, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
  - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  - 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide

occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present Agreement, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

## **EXHIBIT B**

State of Kansas  
Department of Administration  
DA-146a (Rev. 1-01)

### **CONTRACTUAL PROVISIONS ATTACHMENT**

The parties agree that the following provisions are hereby incorporated into the Agreement to which it is attached and made a part thereof, said Agreement being the \_\_\_\_\_ day of \_\_\_\_\_ 2012.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this Agreement, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the Agreement. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration. Parties to this Agreement understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such Agreement or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency or municipality thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this Agreement, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this Agreement on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this Agreement.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information: No provision of this Agreement shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment."

## **EXHIBIT C**

### **SCOPE OF SERVICE**

The work to be performed for the conduct of the survey contains four parts:

- 1) preparation of survey data needs and survey methodologies;
- 2) conducting the survey;
- 3) collecting, editing, proofing, compiling and analyzing the data; and
- 4) deliverables.

#### **Task 0. Project Management and Quality Control**

##### ***Project Meetings***

A project kick-off meeting will be held with WAMPO External Station Advisory Group to discuss the project in detail, verify project goals and objectives, confirm specific scope of work elements, formalize the project schedule, and define lines of communication. Additional technical meetings will be held as needed. Meetings will be held in person or via conference call, as needed, to address project needs and meet budget requirements. No more than 4 in-person meetings are anticipated including the final project presentation to WAMPO (Staff, Board, TAC, etc.).

##### ***Communications***

The key to successful project management is communication. Tools such as file share sites, and electronic distribution of project materials will be used so that project information is always convenient and accessible. Issues that arise during the course of the project will be dealt with by the Project Manager quickly and directly by bringing together the parties involved and working together to find a resolution.

##### ***Quality Control***

Our QC procedures will rigorously follow guidelines as set forth within our corporate policy. Not only is our own staff held to these high standards, we also require our subconsultants to meet them. Our QC program is centered on the concept that no task or process be completed and that no deliverable be submitted without a thorough review of its content and completeness by someone other than the author. All technical tasks will be completed to meet and exceed specified accuracy. The most important result from proper project management is the delivery of quality products to the client.

##### ***Involvement of Stakeholders***

The Iteris team is aware of the need to consistently coordinate and involve other agencies in the completion of the External Station Survey including KDOT and local city/county staff in the WAMPO region. Coordination will include staff related to the public advertising campaign as well as law enforcement, planning and public works staff that will be consulted regarding potential survey support needs. The WAMPO External Station Project Advisory Group will serve to direct efforts for the data collection and analysis process.

##### ***Contract Phases***



The project will be divided into two separate phases to be completed by the Contractor and subcontractor(s). Phase I is to be completed and all bills submitted to WAMPO by December 14, 2012. Phase I will involve the completion of Task 1, Task 2, and Task 3 as stated below. Phase II is to be completed and all bills submitted to WAMPO by March 30, 2012. Phase II will include Task 4 as stated below.

### **Task 1. Preparation of Survey Data Needs and Survey Methodologies**

#### **Study Cordon**

The study cordon will be consistent with the WAMPO Metropolitan Planning Area Boundary (MPAB). The study area will be confined to the WAMPO Transportation Study Area (TSA) contained within the MPAB.

#### **Identify/establish external stations**

WAMPO, through agreement of our planning partners, have identified twenty (20) potential site locations. These locations include:

I-35 (KTA) (2 locations)

I-135

US-54 (2 locations)

US-81

K-15

K-42

K49/County Road 599

K-96

K-254

County Road RS 700

County Road Rs 998

County Road RS 83

County Road RS 71

County Road RS 82

County Road RD 2059

County Road RS 89

County Road RS 644

The consultant will review and offer possible revisions to the site list. Each site will require a detailed plan for traffic control and/or survey equipment set up. WAMPO and its planning partners will approve the plans for sites requiring a traffic control plan. All traffic control plans must meet the requirements of the Manual on Uniform Traffic Control Devices (MUTCD). The cost of project-related police control at any of the sites will be the responsibility of the consultant.

### **Survey Methodology**

The WAMPO Transportation Study Area, as defined by the MPAB, consists of both high and low volume facilities. The consultant will conduct vehicle intercept surveys on non-freeway facilities, and video license plate capture with follow-up survey on freeway facilities. Once the survey methodology is approved, the consultant shall determine sample size at each of the external stations based on existing traffic volumes.

### **Survey Design**

The work to be performed by the consultant includes a review of the needs of the WAMPO travel demand model and its data requirements to determine adequate parameters and develop a preliminary survey design. The survey should be designed to collect all the necessary data to support the existing WAMPO trip-based travel demand model. The survey design should include the sample size, the sampling technique, the design of the survey questionnaires, and the method used for conducting the survey. The survey design should also take into consideration the issue of surveying commercial vehicles and developing key questions pertinent to commercial vehicles.

### **Develop Survey Procedure**

Once the survey type and site plans are determined, the consultant shall develop necessary survey procedures and staffing plans to administer the survey. The survey procedure shall be reviewed and approved by WAMPO.

### **Language Requirements**

The consultant shall address steps to make the survey accessible to persons with Limited English Proficiency (LEP). The strategy suggested by the consultant must be in compliance with Title VI of the 1964 Civil Rights Act and also with USDOT's Title VI regulations (49 CFR Part 21, Appendix A). It is the responsibility of the consultant to ensure that performance activities constitute "meaningful access," based on the conditions set forth in USDOT's Title VI regulations (49 CFR Part 21, Appendix A). Title VI also requires taking reasonable steps to ensure meaningful access to the information, programs and services it provides for otherwise eligible Limited English Proficiency (LEP) persons. The consultant must ensure that LEP persons must be given adequate information, in an understandable form, to permit them to participate in the survey.

### **Conduct and Evaluate Pre-test**

The consultant shall conduct a pre-test of the survey once the preliminary survey forms have been finalized. The pre-test shall cover all aspects of the survey procedure. The pre-test will allow the consultant to refine the survey team and their logistics, test and evaluate wording of the survey questionnaires, determine responses to questions, and develop estimates of response rates and the final sample size. The consultant will provide WAMPO with a full evaluation of the results of the pre-test, including problems with any of the survey forms or the survey methodology, and recommend corrections to any problems that occurred. The pre-test will be conducted at one of the low volume survey sites. If the procedures and results of the pre-test are conducted successfully, the survey conducted at the pre-test site shall be considered complete for the purposes of this project.

The consultant, WAMPO, and its planning partners will engage in a full review of the results of this evaluation. The primary concern will be whether the survey methodology provides for collecting the data needed to update the WAMPO travel demand model.

Changes may be required in the sampling technique, number of samples, the survey forms, or the survey methodology. Required changes will be made before the consultant proceeds with the full survey. The consultant should be aware that adjustments to the contract may be required at this stage in the study, but WAMPO reserves the right to make necessary revisions including terminating the conduct of the External Station Survey.

### **Finalize the Survey Process**

Conducting the pre-test and analyzing the results will allow for finalizing the survey documents and any other pertinent material. Any changes that appear appropriate will be made by the consultant and approved by WAMPO. The consultant will then print a sufficient number of the survey questionnaires and any other needed forms required to conduct the survey.

### **Task 2. Procedures for Conducting the Survey**

After all necessary changes have been made to the survey material and survey methodology, the consultant will be able to proceed with the survey. The following tasks describe the work to be performed.

#### **Conduct Advertising Campaign**

The consultant and WAMPO will develop a plan and a timeline to conduct an advertising campaign to make the public aware of the survey. The consultant and WAMPO will work closely to develop written and printed material for various local publications and other material for press releases.

#### **Conduct Survey**

The consultant shall develop a deployment and coordination schedule for all external stations to ensure smooth conduct of the survey. Each station deployment and

coordination plan should include a traffic control plan, sampling plan, local agency coordination plan, and field/survey crew staffing plan.

### **Survey Data Collection Process**

Upon completion of the survey and the return of the questionnaires, an assessment shall be made of the number of completed forms that are returned.

An inventory will be compiled of number of valid and invalid forms returned for each station and compared to the predetermined sample size. Validity of completed forms shall be checked.

### **Task 3. Data Entry and Final Report**

Upon completion of the External Station Survey and collection, assessment, and tabulation of the returned questionnaires, the consultant shall be required to enter the data into a database (format to be determined in consultation with WAMPO and its planning partners). A final report detailing the results of conducting the survey will be prepared and shall involve the following tasks:

#### **Preliminary Database**

The consultant shall review all returned questionnaire forms, and determine their usability as noted above. The collected data shall then be coded, geocoded, and entered into a database for use with the WAMPO travel demand model and other WAMPO transportation planning activities. The consultant shall develop a survey codebook for future use by WAMPO.

#### **Data Validation and Editing**

During the data collection, the consultant will need to check the collected data to ensure that it is complete. Any omissions noted during or after its collection will have to be corrected either by the collector, or by factoring the data. The consultant shall carry out these procedures prior to entering the data into the preliminary database to insure that all data is as correct as possible to minimize the biases that may be introduced into the survey.

#### **Data Entry**

Depending on the method used by the consultant, the collected data shall be coded so that it can be entered into a database. For this work, the consultant shall develop a survey codebook, which will serve as a guide for their staff in coding the data and for future use by WAMPO. By following this codebook, the basic data coding conventions can be developed including those required for the geocoding part of the project. The consultant and WAMPO will work together to arrange for a method of coding responses of origin and destination locations to counties, zip codes, and traffic analysis zones (TAZs). The methodology developed for geocoding can be tested and refined during the pre-test phase of the survey.

### **Summarize Survey Results**

The final task of the survey will require the consultant to develop a set of summary documents that allow WAMPO staff to understand the survey results. This shall include the standard survey research output and consist of a complete set of survey cross-tabulations, a presentation of the precision level of key survey parameters, and a report on the survey completion rates and response rates. The survey data tabulations shall include “one-way” frequency analyses and “two-way” cross tabulations that will allow for finding and correcting errors, performing checks of reasonableness, and identifying outliers. The consultant shall be responsible for commenting on and making appropriate adjustments to the survey result summary as long as the major items outlined in this RFP are met.

The consultant shall make presentations to the WAMPO Transportation Policy Body, Transportation Advisory Committee, Project Advisory Group, and potentially to the general public at a pre-scheduled project open house(s).

### **Prepare and Present Final Report**

The consultant shall prepare a final report of the results of conducting the External Station survey. This report shall include a set of summary documents that allow WAMPO and its planning partners to understand and interpret the survey results. This shall include the standard survey output and consist of a complete set of survey cross tabulations, a presentation of the precision level of key survey parameters, and a report on the survey completion rates and response rates. It shall include the results of data retrieval and usefulness, data omissions, and how any errors, omissions or lack of data were handled. The final report shall contain a complete explanation of the survey, the survey procedure, problems encountered and their resolution, and a complete tabulation of all data collected. It shall include the following items:

- an explanation of the results of examining the WAMPO travel demand models and the need for external data;
- a discussion on the chosen survey methodology;
- a discussion of the sampling strategy and accuracy factors and development of the sample size;
- the results of the pre-test including a tabulation of the pre-test responses and resolution of problems encountered;
- a copy of the final survey questionnaires and an explanation of their development;
- an explanation of the survey methodology, personnel used, and results of its execution;
- a complete set of survey data tabulations;
- presentation of precision levels for key survey parameters;
- the survey completion rates and responses rates;
- biases arising from the survey and factoring that was applied; and
- an evaluation of the soundness of the data collected, weaknesses in any categories and any comments regarding the use of the data in the WAMPO travel demand model.

Technical memoranda and supporting material prepared during the course of the survey shall be developed by the consultant and referenced in the final report.

All documents will be reviewed and checked for errors by the consultant to the satisfaction of WAMPO and its planning partners.

#### **Task 4. Project Deliverables**

The consultant shall be required to submit to WAMPO monthly progress reports (with invoices), technical memoranda, computer outputs and other forms of data required to properly support and document the monthly progress reports, including:

- consultant staff time by job classification and task;
- a statement of costs to-date;
- a statement of project progress and schedule adherence;
- notification of any tasks that appear to be in danger of not being completed on schedule;

Other Deliverables include:

- Technical Memoranda Documenting Key Tasks/Milestones including:
  - Summary of Survey Procedures for each Method including Survey Design, Data Collection Plan and Sampling Plan
  - Results of the Pre-test, Survey, and Related Data Collection Efforts
  - Advertising Campaign
  - Data Validation and Accuracy
- Training on Use of the Data
- Draft Final Report
- Final Report and Executive Summary
- Technical Data and Appendices
- Field Notes and Raw Data Summaries (as appropriate)
- Meeting Attendance, Agendas, Meeting Notes
- Final Project Presentation to WAMPO

The final project report shall be prepared initially as a draft and submitted to WAMPO for review.

WAMPO will require 30 days to review the documents and return their comments prior to finalization of the final project report.

The consultant shall deliver to WAMPO ten (10) hard copies and two (2) electronic copies of the final report and ten (10) hard copies and two (2) electronic copies of the final tabulations of the External Station Survey. The consultant will also deliver to WAMPO five (5) electronic copies of the survey database which will include all coding and geocoding that may be required. Maps and all other graphic material that provide data to WAMPO should be part of the deliverables. Any computer generated data, PDF documents and files, or CD-ROM files, that contains any of the above noted data or additional data on the surveys should also be included with the deliverables.

### **Project Milestones and Estimated Date**

- July 1, 2012 – Project Notice to Proceed
- August 15, 2012 – Complete Survey Design, Procedures, and Develop Advertising Campaign
- August – September, 2012 – Conduct Advertising Campaign
- September 15, 2012 – Conduct and Evaluate Pretest and Finalize Survey Design and Procedures
- November 30, 2012 – Complete Survey Task
- December 31, 2012 – Complete Data Entry and Validation
- January 31, 2013 – Summarize Survey Results
- February 28, 2013 – Submit Draft Report
- March 15, 2013 – Project Presentation
- March 31, 2013 – Submit Final Report and Data Summary

## EXHIBIT D

### Fee Schedule – Prime Contractor

<b>DERIVATION OF COST PROPOSAL</b>					
<b>(PROJECT MANAGEMENT AND TECHNICAL SERVICES)</b>					
PROJECT DESCRIPTION:					
<b>WAMPO External Station Survey</b>					
CONSULTANT NAME:					
<b>Iteris</b>					
<b>DIRECT LABOR:</b>					
Classification	Person Hours	x	Hourly Rate	=	Labor Cost
Quality Control	8.00		\$ 66.54	\$	532.32
Project Manager	92.00		\$ 74.76	\$	6,877.92
Senior Modeler	0.00		\$ 71.82	\$	-
Senior Traffic Engineer	0.00		\$ 56.26	\$	-
Senior Engineer	286.00		\$ 39.34	\$	11,251.24
Traffic Engineer	158.00		\$ 27.54	\$	4,351.32
Asst. Engineer	416.00		\$ 25.74	\$	10,707.84
Engr. Intern	158.00		\$ 14.00	\$	2,212.00
Administrative	26.00		\$ 18.98	\$	493.48
Total Hours					1144.0
Total Labor					\$ 36,426.12
<b>LABOR INFLATION</b>					
\$	36,426.12	x	0.00 %	= Total Labor Inflation	\$ -
Labor Subtotal					\$ 36,426.12
<b>OVERHEAD:</b>					
\$	36,426.12	x	169.58 % overhead factor	= Total Overhead	\$ 61,771.41
DL & OH Subtotal					\$ 98,197.53
<b>FACILITY CAPITAL COSTS:</b>					
\$	36,426.12	x	0.00 %	=	\$ -
Total FCC					\$ -
<b>DIRECT EXPENSES:</b>					
Rental Car/Gas				\$	1,500.00
Per Diem				\$	2,500.00
Hotel				\$	5,000.00
Reproduction				\$	500.00
Camera Equipment/Processing				\$	7,000.00
Traffic Control				\$	
Total Direct Expenses					\$ 16,500.00
<b>SUBCONTRACTS:</b>					
ETC Institute				\$	77,545.65
CDM Smith				\$	30,857.61
5% Mgnt.				\$	
Total Subcontracted Expenses					\$ 108,403.27
<b>FIXED FEE:</b>					
\$	98,197.53	x	12 %	=	\$ 11,783.70
Total Fixed Fee					\$ 11,783.70
TOTAL COSTS					\$ 234,884.51



## EXHIBIT D

### Fee Schedule – Subcontractor 1 (DBE)

DERIVATION OF COST PROPOSAL (PROJECT MANAGEMENT AND TECHNICAL SERVICES)						
PROJECT DESCRIPTION:						
WAMPO External Station Survey						
SUBCONSULTANT NAME:						
ETC Institute						
DIRECT LABOR:						
Classification	Person Hours	x	Hourly Rate	=	Labor Cost	
Principal / Data Processing Manager	10.00		\$ 64.90	\$	\$	649.04
Project Manager	72.00		\$ 64.90	\$	\$	4,673.08
Assistant Project Manager	193.00		\$ 41.59	\$	\$	8,026.20
Senior Researcher	10.00		\$ 37.93	\$	\$	379.33
Researcher	177.00		\$ 25.14	\$	\$	4,450.53
Support Staff Supervisor	64.00		\$ 34.76	\$	\$	2,224.62
Support Staff	360.00		\$ 17.30	\$	\$	6,228.00
				\$	\$	-
				\$	\$	-
Total Hours		886.0	Total Labor		\$	26,630.79
LABOR INFLATION						
\$	26,630.79	x	0.00%	= Total Labor Inflation	\$	-
Labor Subtotal					\$	26,630.79
OVERHEAD:						
\$	26,630.79	x	148.59%	= Total Overhead	\$	39,570.69
			overhead factor	DL & OH Subtotal	\$	66,201.48
FACILITY CAPITAL COSTS:						
\$	26,630.79	x	0.00%	=	\$	-
Total FCC					\$	-
DIRECT EXPENSES:						
Rental Car/Gas	2 weeks @ \$350/week			\$		700.00
Per Diem	10 days @ \$35/day for two people			\$		700.00
Hotel	10 days @ \$100/night for two people			\$		2,000.00
Reproduction				\$		-
Direct Expense #5				\$		-
Total Direct Expenses					\$	3,400.00
SUBCONTRACTS:						
CDM Smith				\$		-
ETC Institute				\$		-
5% Mgnt.				\$		-
Total Subcontracted Expenses					\$	-
FIXED FEE:						
\$	66,201.48	x	12%	=	\$	7,944.18
Total Fixed Fee					\$	7,944.18
TOTAL COSTS					\$	77,545.65

## EXHIBIT D

### Fee Schedule – Subcontractor 2

<b>DERIVATION OF COST PROPOSAL</b>					
<b>(PROJECT MANAGEMENT AND TECHNICAL SERVICES)</b>					
PROJECT DESCRIPTION:					
<b>WAMPO External Station Survey</b>					
SUBCONSULTANT NAME:					
<b>CDM Smith</b>					
<b>DIRECT LABOR:</b>					
Classification	Person Hours	x	Hourly Rate	=	Labor Cost
Quality Control	8.00		\$ 78.00	\$	624.00
Project Manager	76.00		\$ 51.30	\$	3,898.80
Senior Planner	20.00		\$ 36.85	\$	737.00
Senior Traffic Engineer	0.00			\$	-
Senior Traffic Engineer	0.00			\$	-
Planner	116.00		\$ 30.44	\$	3,531.04
Engineer	0.00			\$	-
Administration	12.00		\$ 19.00	\$	228.00
GIS/Exhibits Designer	26.00		\$ 29.77	\$	774.02
Total Hours					258.0
Total Labor					\$ 9,792.86
<b>LABOR INFLATION</b>					
\$	9,792.86	x	0.00%	= Total Labor Inflation	\$ -
Labor Subtotal					\$ 9,792.86
<b>OVERHEAD:</b>					
\$	9,792.86	x	171.86% overhead factor	= Total Overhead	\$ 16,830.01
DL & OH Subtotal					\$ 26,622.87
<b>FACILITY CAPITAL COSTS:</b>					
\$	9,792.86	x	0.00%	=	\$ -
Total FCC					\$ -
<b>DIRECT EXPENSES:</b>					
Rental Car/Gas	6	110		\$	660.00
Per Diem	6	12		\$	72.00
Hotel	2	90		\$	180.00
Reproduction	800	0.11		\$	88.00
Mailing/Courier				\$	40.00
Total Direct Expenses					\$ 1,040.00
<b>SUBCONTRACTS:</b>					
CDM Smith				\$	-
ETC Institute				\$	-
5% Mgmt.				\$	-
Total Subcontracted Expenses					\$ -
<b>FIXED FEE:</b>					
\$	26,622.87	x	12%	=	\$ 3,194.74
Total Fixed Fee					\$ 3,194.74
<b>TOTAL COSTS</b>					<b>\$ 30,857.61</b>

## **Exhibit E**

### **CONTRACTOR ASSURANCE**

Special Attachment No. 1  
Sheet 1 of 4

#### **KANSAS DEPARTMENT OF TRANSPORTATION**

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,  
REHABILITATION ACT OF 1973, and any amendments thereto,  
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,  
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,  
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN  
MINORITY POPULATIONS AND LOW INCOME POPULATIONS (1994), and any amendments thereto,  
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

#### **NOTIFICATION**

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 State. 252), §504 of the Rehabilitation Act of 1973 (87 State. 3555) and the Americans with Disabilities Act of 1990 (42 USD 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively insure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following nine "Nondiscrimination Clauses".

#### **CLARIFICATION**

Where the term "consultant" appears in the following seven "Nondiscrimination Clauses," the term "consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

#### **Nondiscrimination Clauses**

During the performance of this contract, the consultant, or the consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

(Revised 07-29-1999)

- (1) **Compliance with Regulations:** The consultant will comply with the Regulations of the Regulations of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23, and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.
- (4) **Information and Reports:** The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary and the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- (5) **Employment:** The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- (6) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the

(Revised 07-29-1999)

State of Kansas may determine to be appropriate, including, but not limited to,

- (a) withholding of payments to the consultant under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(7) Disadvantaged Business Obligation

- (a) Disadvantaged Businesses are defined in the Regulations, shall have a level playing field to compete fairly for contracts financed in whole or in part with Federal funds under this contract.
- (b) All necessary and reasonable steps shall be taken accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
- (c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

(8) Executive Order 12898

- (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation and use such information in complying with this Order.

- (9) Incorporation of Provisions: The consultant will include the provisions of paragraph (1) through (8) in every subcontract, including procurements of materials and lease of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.

(Revised 07-29-1999)



## **Exhibit F**

07-18-80-R26

Sheet 1 of 7

### **REQUIRED CONTRACT PROVISION**

#### **FEDERAL AID CONTRACTS UTILIZATION OF DISADVANTAGED BUSINESSES**

##### **I. INTRODUCTION.**

The specific requirements for the utilization of Disadvantaged Business Enterprises, hereinafter referred to as DBEs, are set forth in this Required Contract Provision and are imposed pursuant to 49 CFR Part 26, hereinafter referred to as the regulations. This provision meets or exceeds the regulatory requirements. The regulations always take precedence over normal industry practice.

##### **A. ASSURANCE.**

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, religion, age, disability, income status, veteran status or gender in the performance of the Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract, or such other remedy as the Kansas Department of Transportation deems appropriate.

##### **B. DEFINITIONS.**

For the purpose of this Required Contract Provision, the following words and phrases shall have the meanings as stated herein:

(1) Disadvantaged Business Enterprise (DBE) means a small business concern which is independently owned and controlled by one or more socially and economically disadvantaged individuals and which KDOT has certified as a DBE.

(2) Small business concern means a small business as defined by Section 3 of the Small Business Act and relevant regulations except that a small business concern shall not include any firms or affiliated firms owned and controlled by the same socially and economically disadvantaged individual or individuals whose value has average, annual gross receipts in excess of \$22,410,000 over the previous three fiscal years.

(3) Owned and controlled means a business:

- (a) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals, and
- (b) Whose management and daily business operations are controlled by one or more such individuals.

(4) Socially disadvantaged individual means a person who is a citizen or lawful permanent resident of the United States, has suffered social disadvantage in education, employment, or business, and who is a(n):

- (a) Black American (a person having origins in any of the black racial groups of Africa);
- (b) Hispanic American (includes a person of Mexican, Puerto Rican, Cuban, Central or South American, or any Spanish or Portuguese culture or origin, regardless of race);
- (c) Native American (includes a person who is American Indian, Eskimo, Aleut or Native Hawaiian);
- (d) Asian-Pacific American (includes a person whose origin is from the original people of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands);

- (e) Subcontinent Asian American (includes a person whose origin is India, Pakistan, Bangladesh, Bhutan, Nepal, Sri Lanka, or the Maldives Islands);
- (f) Member of a group, or any other individual of any race or sex, found to be both economically and socially disadvantaged; or
- (g) Women.

(5) Economically disadvantaged means an individual who has a personal net worth of less than \$750,000 excluding the value of their ownership share of the applicant firm and personal residence. The individual has had diminished access to capital and credit compared to non-disadvantaged persons.

(6) Commercially useful function means the qualifying DBE owner performs manages and supervises subcontract work.

(7) Race and gender neutral measure means one that is used to assist any small business.

## II. DBE CONTRACT GOALS.

A. KDOT strongly encourages all contractors to utilize DBE firms as subcontractors, suppliers, manufacturers, truckers, and brokers whenever possible and feasible. Greater voluntary participation will result in lower and fewer DBE contract goals. KDOT will set DBE contract goals only to meet the portion of its annual goal that is not met by race and gender neutral means and voluntary participation.

B. An eligible DBE is one who KDOT has certified and who is listed in the KDOT DBE directory located on the internet at: <http://www.ksdot.org/doingbusiness.asp>. KDOT also prints a paper directory quarterly, and Contractors may ask the KDOT Office of Civil Rights for a copy of the printed directory. However, as it is only published quarterly, Contractors should be aware that the printed directory may list DBE's who were decertified after the directory was printed, and these DBE's would not be considered eligible DBE's in a letting that followed decertification or when examining good faith efforts. Also, the printed directory will not list DBE's who have been certified after the directory was printed, but KDOT will consider these DBE's in a letting and when examining good faith efforts. Thus, the electronic directory controls as it is the most current information KDOT has available. Any bid proposal listing a firm that is not a KDOT certified DBE at the time of bidding will be considered nonresponsive.

C. Contractors shall, as a minimum, seek DBE firms working in the same geographic area in which they seek subcontractors for a given solicitation.

D. Contractors are required to make good faith efforts to replace a DBE subcontractor that is unable to perform successfully with another DBE firm. In order to ensure compliance with this requirement, any substitution of DBE subcontractors after the Contractor has submitted a bid to KDOT, must be approved by KDOT Office of Civil Rights. Substitutions will only be allowed for good and sufficient reasons. KDOT must receive a letter from the original DBE stating the reason for the DBE's inability to perform.

E. Contractors are also encouraged to use the services of banks owned and controlled by disadvantaged individuals.

F. When projects are State or Contractor tied, KDOT will construe DBE participation as if the tied projects are one project. To check DBE participation on tied projects the following method will be used:

(1) Add the DBE goal dollar amount for the individual tied projects. This becomes the required minimum dollar amount to be subcontracted to DBEs.

(2) If the total dollar amount actually subcontracted to DBEs on the tied contracts is equal to or greater than the minimum dollar amounts as computed above, it will be determined that the DBE goals have been met.



- (3) If a State of Kansas funded project is tied to a federal aid funded project, the DBE contract goals can only be met by DBE subcontractors on the Federal Aid Project.

### **III. MEETING DBE CONTRACT GOAL CRITERIA.**

The award of the Contract will be conditioned upon satisfaction of the requirements herein established. The apparent low bidder must either meet or exceed the DBE goals for the contract or satisfy KDOT that good faith efforts were made to meet the goals prior to the bid letting.

#### **A. REQUIRED DBE PARTICIPATION INFORMATION.**

All bidders are required to submit to KDOT with the bid proposal the DBE participation information described below on the form provided in the proposal.

- (1) The names of KDOT certified DBE firms that will participate in the Contract (if none, so indicate);
- (2) A description of the work each named DBE firm will perform (if none, so indicate);
- (3) The actual dollar amount anticipated to be paid to each named DBE firm (if zero dollars, so indicate); except
- (4) If the named DBE firm is a supplier, enter 60% of the actual dollar amount anticipated to be paid (if zero dollars, so indicate);
- (5) The actual dollar amount (not to exceed 10 percent of DBE subcontract) to be paid ahead of work as DBE mobilization.
- (6) For federal aid contracts with a zero DBE goal, list all subcontractors to be utilized, including DBE firms, if any.

#### **B. GOOD FAITH DETERMINATION.**

It is the bidder's responsibility to meet the DBE contract goals or to provide information to enable KDOT to determine that, prior to bidding, the bidder made good faith efforts to meet such goals.

(1) Good Faith Information Submittal. If the low bidder's required DBE information indicates that the DBE contract goals will be met, the contract will proceed toward award and the low bidder need not submit any further DBE information. Good faith documentation must be submitted within two working days of the bid opening. Example: if bids are opened on Wednesday at 2 p.m., the good faith documentation must be at KDOT Office of Civil Rights before 5 p.m. on Friday.

(2) KDOT Review. KDOT will review all information submitted to determine if the low bidder has met the DBE contract goals and, if not, whether the low bidder made sufficient good faith efforts to meet such goals. The determination of good faith efforts is made on a case-by-case basis and depends on the particular circumstances of the procurement. The issue KDOT will consider is whether the bidder took those steps, a reasonable bidder would have taken to actively and aggressively obtain DBE participation sufficient to meet the goal. A KDOT determination that the low bidder's information failed to show sufficient good faith shall be just cause for rejection of the bid. If the low bid is rejected, the above procedure will be applied to the next lowest bidder, and other bidders if necessary, until a bidder is found that meets the DBE contract goals or establishes that good faith efforts were made to meet the goal. KDOT reserves the right to reject all bids and re-advertise the Contract.

(3) Establishing Good Faith Efforts. To demonstrate good faith efforts to meet DBE contract goals, submit to KDOT documentation on the factors listed as (a) through (g). KDOT has assigned a percentage to each factor that shows the relative importance of each factor to KDOT and to the other

factors. These percentages are a guide only; the circumstances of a particular procurement may justify different percentages or consideration of factors not mentioned. In evaluating the reasonableness of the low bidder's efforts, KDOT may consider whether other bidders met the goal or failed to meet the goal. In evaluating the reasonableness of the low bidder's efforts, KDOT will consider all documentation submitted; yet, documentation created during the bidding process is more credible than documentation created after the letting.

- (a) The bidder negotiated in good faith with interested DBEs. It is the bidder's responsibility to consider the available pool of certified DBEs when determining subcontract or supply needs. It is the bidder's responsibility to furnish DBEs with information about plans or specifications to facilitate the bid. Include names of DBEs considered, information given to the DBE, if any, and an explanation of why agreements could not be reached for DBEs to perform the work. (25%)
- (b) The bidder selected portions of work for which KDOT has capable, certified DBEs to perform. This may include breaking out work items or subcontracting items the prime contractor normally performs. (20%)
- (c) The bidder used good business judgment in rejecting a DBE quote, considering both price and capabilities. If a DBE quote represents a reasonable price for performing the work, the bidder should use that quote even though the DBE quote is higher than a non-DBE quote. However, bidders do not have to use excessive or unreasonable quotes. Before determining that a DBE quote is excessive, the bidder should inquire as to the reason for the disparity between the DBE and non-DBE quotes. The bidder should also evaluate what impact, if any, using a higher DBE price would have on the bidder's overall project bid. A higher DBE price may not be excessive or unreasonable if the price differential is a very small part of the project bid. (20%)
- (d) The bidder solicited capable, certified DBEs through pre-bid meetings, advertising, telephone, mail, facsimile, e-mail, or a combination of the foregoing. The solicitation must have occurred within sufficient time to allow a DBE to respond. Follow up all initial contacts, whether the contact was solicited or unsolicited. If a DBE expresses an interest in the contract or a desire to quote and fails to submit a quote, follow up that contact, whether the contact was solicited or unsolicited. Receiving substantial unsolicited quotes may not be considered actively and aggressively pursuing DBE participation. (10%)
- (e) The bidder assisted interested DBEs in obtaining equipment, supplies, or materials for the project being bid. (10%)
- (f) The combinations of DBEs the bidder considered in trying to meet the goal. It is acceptable to use a portion of several DBE bids. (10%)
- (g) The bidder assisted interested DBEs in obtaining bonding, credit, or insurance on the project being bid. (5%)

(4) Staff of KDOT's Office of Civil Rights and the Chief of Construction and Maintenance will review the documentation submitted and either accept or reject the good faith effort submittal.

(5) At the bidder's request, KDOT's Director of Operations will hold an informal hearing to discuss the bidder's good faith effort submittal. The bidder may have legal counsel present, at the bidder's expense. After the appeal hearing, the Director of Operations will issue the Agency's final administrative decision on whether the bidder made a good faith effort. The decision will be in writing and will explain the basis for the Agency's decision. This will be final agency action and a final order under the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions, K.S.A. 77-601 *et. seq.* Any petition for judicial review shall be served on the Secretary of Transportation, Kansas Department of Transportation, 700 S.W. Harrison St., Topeka, KS 66603-3754.

### C. COUNTING DBE PARTICIPATION TOWARD DBE CONTRACT GOALS.

DBE participation shall be counted toward meeting the DBE contract goals pursuant to this contract as follows:

(1) A contractor may count toward its DBE contract goals the total dollar value of a contract paid to an eligible DBE, including an approved DBE protégé.

*NOTE: At the time the bid is submitted on the DBE goal sheet, list the actual amount intended to be paid to the DBE. On Form 259, submitted after award, list the same amount as in the contract line item. If this amount differs from the DBE subcontract amount, list the latter amount on the bottom of the form with an explanation.*

(2) A DBE, bidding as a prime contractor, may count toward its DBE contract goals the total dollar value of the work actually performed by the DBE prime contractor, including the cost of supplies and materials the DBE obtains. *Example: A DBE contractor bids as a prime contractor. The contract specifies a \$10,000.00 DBE goal. The DBE prime contractor performs \$50,000 of the work with its own forces. The DBE prime contractor has met the \$10,000 goal.*

(3) A contractor may count toward its DBE goals a portion of the total dollar value of a subcontract with an eligible DBE joint venture equal in proportion to the percentage of ownership and control of the DBE partner in the joint venture. *Example: A contract specifies a \$5,000.00 DBE contract goal. Prime contractor bids \$100,000.00 subcontracting with a joint venture DBE/non-DBE contractor for \$20,000.00 of the work. The percentage of ownership and control of the DBE/non-DBE joint venture is 25% DBE and 75% non-DBE. The prime contractor may count \$5,000.00 ( $\$20,000.00 \times .25$ ; i.e. total dollar value times the percentage of DBE ownership) toward the DBE contract goal, thus fulfilling the DBE requirements of the contract.*

(4) If a non-DBE contractor and DBE contractor form a joint venture and bid as a prime contractor, the joint venture contractor shall fully meet the DBE contract goals specified in the project special provision. The joint venture contractor may count toward its DBE contract goals the total dollar value of the work actually performed by the DBE participant in the joint venture.

*Example: A non-DBE contractor forms a joint venture with a DBE contractor and the joint venture bids the project as a prime contractor. The DBE contract goal is \$10,000.00. The DBE participant in the joint venture performs \$50,000 of the work with its own forces. The joint venture has met the \$10,000 goal. Example: A non-DBE contractor forms a joint venture with a DBE contractor and the joint venture bids the project as a prime contractor. The DBE contract goal is \$100,000.00. The DBE participant in the joint venture performs \$80,000 of the work with its own forces. The joint venture must obtain the remaining \$20,000 in goal through use of another certified DBE firm, or show good faith efforts if the joint venture fails to meet the \$100,000 goal.*

(5) A contractor may count toward its DBE goals 60 percent of its expenditures for materials and supplies obtained from a DBE regular dealer, and 100 percent from a DBE manufacturer. A letter must be submitted to KDOT, detailing the amount, but the amount does not count as a subcontracted percentage.

(a) A manufacturer is a firm that operates a facility that produces goods from raw material on the premises.

(b) A regular dealer is a firm that owns, operates, or maintains a store, or warehouse where materials are stocked and regularly sold to the public. A regular dealer of bulk items (sand, gravel, etc.) need not stock the product if it owns or long-term leases distribution equipment. The supply of structural steel, steel assemblies and petroleum products do not count toward any KDOT DBE goal. A dealer must be responsible for material quality control and must deliver with its own or long term leased equipment to count toward the DBE goal.



(6) A contractor may count toward its DBE goals the following expenditures to DBE firms that are not manufacturers or regular dealers:

(a) The commission charged for providing a bona fide service in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of the contract, provided the commission is reasonable and customary.

(b) The commissions charged for bonds or insurance provided by a DBE broker for the specific performance of the contract, provided the fee is reasonable and customary. A letter must be submitted detailing the amount, but does not count as a subcontracted percentage.

(7) A contractor may count toward its DBE goals the amount paid to a DBE trucker for transportation or delivery services.

(a) A DBE trucker who picks up a product at point A and delivers the product to the contractor at point B provides a delivery service. The full amount paid for this service counts toward the DBE goal.

(b) Some DBE truckers are also a regular dealer (supplier) of a bulk item. In this case, the amount paid for the material delivered will count as 60 percent toward the DBE goal. The DBE trucker is responsible for the quality of the material.

(c) For DBE truckers or suppliers to be credited toward DBE contract goals, the contractor must submit a letter to KDOT detailing all information formerly found on Form 259, prior to the start of the trucking or supply of material and requesting DBE subcontract credit.

#### **D. COMMERCIALLY USEFUL FUNCTION.**

The prime contractor is responsible for ensuring that DBE firms under subcontract to meet a DBE goal perform a commercially useful function (CUF). Failure to fulfill this obligation is a breach of contract and KDOT may invoke the sanctions listed in Section IV (Sanctions). The three criteria for a CUF are:

(1) The DBE firm shall manage the work through personal direct supervision by the DBE owner or a skilled, knowledgeable, full-time superintendent. Management includes scheduling work, ordering equipment and materials, hiring and firing employees, and submitting all required forms and reports. The DBE is not in compliance with this provision if the DBE subcontracts out part or all of the work to another entity.

(2) The DBE shall own all equipment, long term lease all equipment, or own some equipment and long term lease the remaining equipment except for specialized equipment as noted below

(a) If the DBE leases equipment, the DBE shall have a written lease that gives the DBE full control of the equipment during the lease period. The DBE shall use its own workers to operate leased equipment.

(b) A DBE may enter into long term leases with companies operating as prime contractors. The DBE is not in compliance with this provision if the DBE leases equipment from the prime contractor on the project for that project only.

(c) Exception for specialized equipment: The DBE may lease short term specialized equipment such as a crane from another contractor or third party if this equipment is necessary for the DBE to perform its work and the equipment is of such a nature that it is not economically feasible or practical for the DBE to lease the equipment long term. The contractor shall bill the DBE for this equipment and the DBE shall pay the contractor for the equipment. The DBE is not in compliance with this provision if the contractor deducts from the DBE's pay estimate specialized equipment costs rather than submitting an invoice to and receiving payment from the DBE.

(3) The DBE shall negotiate the cost of, arrange delivery of, and pay for materials, supplies, labor, and equipment. Invoices shall be billed to the DBE and paid by the DBE.

(4) KDOT will not count towards goal or give DBE contract goal credit for the following:

- (a) Monies the prime contractor pays directly for supplies, materials, labor or equipment on the DBE's behalf except for two-party checks approved under Section III.E below.
- (b) Costs deducted from a DBE's pay estimate for supplies, materials, labor or equipment the prime contractor or its affiliate provided.
- (c) Costs incurred for equipment the DBE leases from the contractor on the project if the DBE is using the equipment for that project only and the equipment is not part of a long term lease agreement.
- (d) Costs associated with a portion of a bid item that the Agency is unable to measure clearly.
- (e) Costs incurred for work subcontracted outside normal industry practices, just to meet a goal.

(5) KDOT's determination that a DBE is not performing or did not perform a CUF is not appealable to the US Department of Transportation. KDOT's determination will be final agency action and a final order under the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions, K.S.A. 77-601 *et. seq.* Any petition for judicial review shall be served on the Secretary of Transportation, Kansas Department of Transportation, 700 S.W. Harrison St., Topeka, KS 66603-3754.

#### **E. BUSINESS INTEGRITY**

Any person or entity will be found to be out of compliance with this required contract provision if any investigation reveals a commission or omission of any act of such serious or compelling nature that the act indicates a serious lack of business integrity or honesty. Such commission or omissions include, but are not limited to:

- (1) Violating any applicable law, regulation, or obligation relating to the performance of obligations incurred pursuant to an agreement with a recipient under a KDOT financial assistance program or,
- (2) Making, or procuring to be made, any false statement or using deceit to influence in any way any action of KDOT.

#### **F. TWO PARTY CHECKS.**

To comply with the current regulation, KDOT is implementing the following two party check procedures. The prime contractor is responsible for following the procedure and for ensuring that DBE subcontractors follow the procedure.

- (1) The DBE owner shall make the request for a two party check to the Office of Civil Rights and shall explain the benefit to the DBE firm.
- (2) The prime contractor shall send the check to the DBE owner who will endorse and forward the check to the supplier. This should be done within the 10 day prompt pay timeframe.
- (3) The amount of the check should not exceed the amount of material paid by KDOT on the latest estimate. *For example if the estimate was taken on 7/23, pay the material bill through 7/23 not through 7/31.*
- (4) Two party checks shall be issued only long enough to establish credit for the DBE firm.
- (5) KDOT will not count towards goal or give DBE contract goal credit for two party checks that have not been pre-approved by KDOT.

#### **IV. SANCTIONS.**

If KDOT finds any contractor, sub-contractor, DBE, joint venture, or mentor/protégé to be out of compliance with this required contract provision, KDOT may impose one or more of the following sanctions:

- (1) Withhold payment of progress payments until the contractor or DBE contractor complies with the payment requirements of this Special Provision.

- (2) Remove the non-complying DBE from the DBE directory until the DBE shows the company is meeting the requirements necessary to perform a CUF, including payment of all bills.
- (3) Deny goal credit as previously stated for failure to replace a non-performing DBE with another DBE (unless good faith effort was made), failure to meet the requirements necessary to perform a CUF, or failure to follow two party check procedures.
- (4) Assess and deduct as liquidated damages the monetary difference between the DBE goal amount and the amount actually paid to the DBEs for which KDOT has allowed DBE goal credit.
- (5) Reject the bidder's bid if the bidder failed to meet the DBE goal and failed to show good faith effort to meet the goal.
- (6) Refer the matter to the Office of the Attorney General, the US Department of Justice, or both for follow-up action.
- (7) Enforce all other remedies KDOT has under other contract provisions such as contract termination, contractor suspension, contractor debarment, and sanctions for failing to pay promptly.

01-26-09 OCR (DW/CDB)

Jul-09 Letting

City of Wichita  
City Council Meeting  
July 3, 2012

**TO:** Mayor and City Council

**SUBJECT:** Approval for emergency repairs to a process blower at the Lower Arkansas River Water Quality Reclamation Facility Industrial Pretreatment Wastewater Sampling (All Districts)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve B & B Electric Motor Company to perform emergency repairs on a 200 horse power (HP) process blower at the Lower Arkansas River Water Quality Reclamation Facility (Plant 2).

**Background:** Since 1987, Plant 2 has utilized an activated sludge process to achieve secondary treatment levels and meet its National Pollutant Discharge Elimination System permit requirements. Blowers are used to provide sufficient dissolved oxygen to the aeration basins, facilitating the biological processes necessary for treatment. Plant 2 has three blower buildings, each building supplies air to two aeration basins, and each blower building houses three blowers. A blower aerates each basin, so within a blower building, two blowers are in service, while the third unit is in stand-by.

**Analysis:** One of the 200 HP process blowers necessary for effective sewage treatment has failed. The Sewage Treatment Division of the Public Works & Utilities Department contacted B&B Electric Motor Company to determine the extent of the needed repairs. This also helped staff determine whether repairing or replacing the blower would be the appropriate course of action. The quote for the repair work is \$36,290, with a lead time of five to seven weeks. For comparison, a quote for a new unit was obtained, which was \$76,627 with a lead time of twelve weeks. B&B is a local firm capable of completing this type of repair on this size of equipment and has done so on other occasions. Delaying repairs increases the risk of process failures and could lead to permit violations.

**Financial Considerations:** This quote is for the repair services proposed by B & B Electric Motor Company. The quote for the proposed repairs is \$36,290. The Sewage Treatment Division has the funds budgeted to cover the cost of this repair in its 2012 operating budget.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by providing reliable, compliant, and secure utilities.

**Legal Considerations:** City Ordinance 2.64.020(a), "Public Emergency", allows the City Manager to authorize work to be performed by a contractor without formal bidding.

**Recommendations/Actions:** It is recommended that City Council approve the sole source purchase of the parts and services to repair the original unit as quoted by B & B Electric Motor Company and authorize the necessary signatures.

**Attachments:** B & B Electric Motor Company's repair and replacement quotes.



## INTEROFFICE MEMORANDUM

**DATE:** June 22, 2012  
**TO:** Robert Layton, City Manager  
**FROM:** Sid Fleming, Interim Sewage Treatment Superintendent  
**SUBJECT:** Emergency Blower Repair  
**CC:** Melinda Walker, Purchasing Manager  
Sid Fleming, Interim Sewage Treatment Superintendent

---

One of the 200 horsepower process blowers necessary for effective sewage treatment at Plant 2 failed. The Sewage Treatment Division of the Public Works & Utilities Department contacted B&B Electric Motor Company to determine the extent of the needed repairs. This also helped staff determine whether repairing or replacing the blower would be the appropriate course of action. The quote for the repair work is \$36,290.10, with a lead time of five to seven weeks. A quote for a new unit was obtained, which was \$76,627.00 with a lead time of twelve weeks. B&B is a local firm capable of completing this type of repair on this size of equipment and has done so on other occasions. Delaying repairs increases the risk of process failures and could lead to permit violations.

We are requesting your approval for an emergency, sole source purchase of the parts and services to repair the original unit. Delaying repairs increases the risk of process failures and could lead to permit violations.

The Division has the funds budgeted to cover the cost of this repair in the 2012 operating budget. Your attention to this matter is appreciated.

**Concurrence:**

---

Don Henry, Interim Assistant Director of Public Works & Utilities

**Concurrence:**

---

Alan King, Director of Public Works & Utilities

**Approved:**

---

Robert Layton, City Manager





**Quotation****B & B ELECTRIC MOTOR CO.**

332 LULU

WICHITA, KS 67211

316-267-1238

316-267-0599 FAX

E-MAIL BBEMC@MSN.COM

CITY OF WICHITA-SEWER TREATMENT

REPAIR OF LAMSON BLOWER

ATTN:MIKE TULLIS

DATE:06-04-12  
 PAGES 1 OF 2  
 RE:  
 QUOTE#  
 PO #  
 JOB#H33617

ITEM NO.	QTY	DESCRIPTION	UNIT	UNIT PRICE	TOTAL
	1.00	BEARING KIT			\$1,882.50
	2.00	HEAD GASKET		\$52.20	\$104.40
	6.00	IMPELLER		\$3,172.80	\$19,036.80
	6.00	IMPELLER SPACER		\$276.55	\$1,659.30
	4.00	CARBON RING		\$276.55	\$1,754.40
	2.00	CARBON RING SPRING GASKET		\$16.75	\$33.50
	4.00	CARBON RING SPRINGS		\$233.85	\$935.40
	2.00	OIL RESIVOIR GASKET		\$28.00	\$56.00
	2.00	BEARING SPACER		\$163.90	\$327.80
		BORE AND SLEEVE BOTH HOUSINGS			\$700.00
		REPAIR SHAFT			\$600.00
		BALANCE BLOWER			\$600.00
		CLEAN UP HOUSINGS			\$1,200.00
		STRAIGHTEN SHAFT			\$200.00

REFER TO QUOTATION NUMBER IN ALL REPLIES OR ORDERS

Tax rate: 0 %

Subtotal 29,090.10  
 Tax 600  
 Total 29,690.10

BY:ED GIESEN

APPROX DELIVERY: 5-7 WEEKS ARO

TERMS: NET 30 DAYS

THE ABOVE PRICE IS FOB B &amp; B ELECTRIC MOTOR CO.

THIS QUOTATION IS FIRM FOR 30 DAYS FROM DATE ABOVE



**Second Reading Ordinances for July 3, 2012 (first read on June 26, 2012)**

**A. Sidewalk Repair Assessment Program.**

ORDINANCE NO.49-296

An ordinance making a special assessment to pay for the improvement of and providing a tax levy for the cost of construction of sidewalks in the City of Wichita, Kansas.

**B. Nuisance Abatement Assessments. (Districts I, II, III, IV, and VI)**

ORDINANCE NO. 49-297

An ordinance making a special assessment to pay for the cost of abating certain public health nuisances (Lot Clean Up) under the provision of section 7.40.050 of the Code of the City of Wichita, Kansas. Be it ordained by the governing body of the City of Wichita, Kansas.

**C. ZON2012-00011 – City zone change from SF5 Single-family Residential (“SF-5”) to GO General Office (“GO”) for a medical clinic at Dodge Elementary School, generally located west of Anna and south of 2<sup>nd</sup> Street (4801 West 2<sup>nd</sup> Street North). District IV**

ORDINANCE NO. 49-298

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

City of Wichita  
City Council Meeting  
July 3, 2012

**TO:** Mayor and City Council

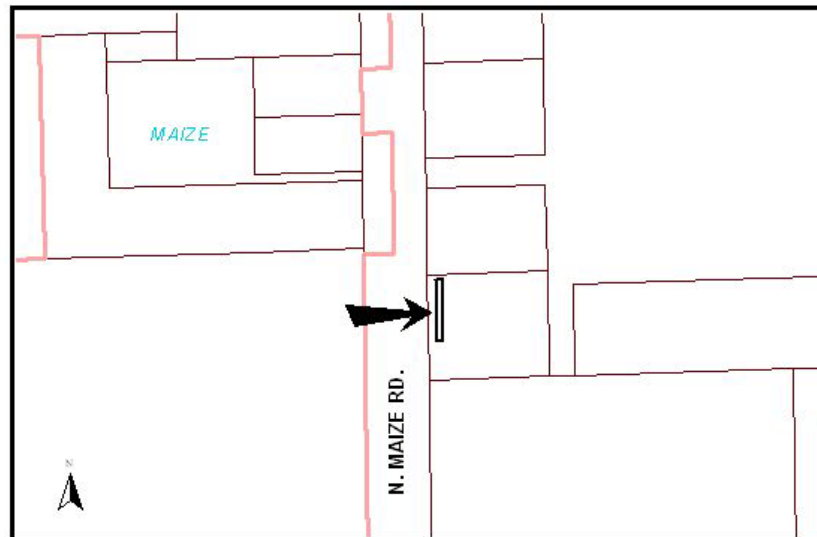
**SUBJECT:** DED2012-00007 Dedication of Drainage and Utility Easement for property located on the southeast corner of 37<sup>th</sup> Street North and Maize Road. (District V)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA ACTION:** Planning (Consent)

---

**Staff Recommendation:** Accept the Dedication.



**Background:** The Dedication is associated with Lot Split Case No. LSP2012-00009 (Stonebridge Commercial Addition).

**Analysis:** The Dedication DED2012-00007 is for the purpose of constructing, operating, maintaining, and repairing their drainage systems and utilities.

**Financial Considerations:** There are no financial considerations associated with the Dedication.

**Goal Impact:** Approval of the Dedication will ensure Efficient Infrastructure through the integration of streets, utilities and other public facilities.

**Legal Considerations:** The Dedication has been approved as to form by the Law Department and will be recorded with the Register of Deeds.

**Recommendations/Actions:** It is recommended that the City Council accept the Dedication.

**Attachment:** Drainage and Utility Easement.

### DRAINAGE AND UTILITY EASEMENT

THIS EASEMENT made this 29<sup>th</sup> day of MAY, 2012, by, NORTH 37TH, L.L.C., a Kansas limited liability company of the first part and the City of Wichita, Kansas, of the second part.

WITNESSED: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party a perpetual right of way and easement, for the purpose of constructing, maintaining drainage systems and repairing utilities, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

The south 142.63 feet of the north 152.63 feet of the east 15.00 feet of the west 35.00 feet of Lot 1, Block 1, Stonebridge Commercial Addition, an addition to Wichita, Sedgwick County, Kansas.

And said party is hereby granted the right to enter upon said premises at any time for the purposes of constructing, operating, maintaining, and repairing their drainage systems and utilities.

IN WITNESS WHEREOF: The first party has signed these presents the day and year first written.

NORTH 37TH, L.L.C., a Kansas limited liability company

Paul D. Jackson, manager  
Paul D. Jackson, manager of  
Vantage Maize, L.L.C., a Kansas limited liability, manager of  
North 37<sup>TH</sup>, L.L.C., a Kansas limited liability company

STATE OF KANSAS, SEDGWICK COUNTY} ss:

This instrument was acknowledged before me on this 29<sup>th</sup> day of MAY, 2012, Paul D. Jackson, manager of, Vantage Maize, L.L.C., a Kansas limited liability, which entity is the manager of North 37<sup>th</sup>, L.L.C., a Kansas limited liability.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Ginger L. Kelley Notary Public  
Notary Public:

My Term Expires: 07-01-2012

K:\WP\PROJECT\2005\05440 - Stonebridge Commercial\Abstract\Separate Instruments\Utility Easement - Sewer.doc  
Upon Recording mail to:  
MKEC Engineering Consultants, Inc.  
411 N. Webb Rd.  
Wichita, KS 67206

**MKEC**  
ENGINEERING  
CONSULTANTS, INC.



Approved as to form:

Gary E. Rebenstorf, Director of La

LSP 2012-00009  
DED 2012 - 00007

City of Wichita  
City Council Meeting  
July 3, 2012

**TO:** Mayor and City Council

**SUBJECT:** A12-05 – Annexation of right-of-way for 159<sup>th</sup> Street East, from Kellogg Drive to Central Avenue (District II)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

---

**Recommendation:** Approve the annexation.

**Background:** Public Works and Utilities staff met with staff from Sedgwick County Public Works to discuss which street right-of-way segments on the periphery of the City limits should be annexed in order to provide more efficient infrastructure services to the public. By assuming maintenance responsibility, the City can improve the overall efficiency of infrastructure services to the public because City maintenance crews are already providing maintenance services for streets in the immediate vicinity of the street right-of-way segment recommended for annexation.

**Analysis:** City staff recommends annexation of the portion of 159<sup>th</sup> Street East right-of-way from Kellogg Drive to Central Avenue that is located in Sedgwick County. The recommended annexation area is illustrated on the attached map. The City of Andover will annex the portion of the 159<sup>th</sup> Street East right-of-way that is located in Butler County. A maintenance agreement for the overall segment of right-of-way will be negotiated with the City of Andover.

**Financial Considerations:** The street right-of-way segments recommended for annexation will be maintained using existing budgeted funds for street right-of-way maintenance.

**Goal Impact:** Approving the annexation request would impact Wichita's goal to ensure Efficient Infrastructure.

**Legal Considerations:** The property is eligible for annexation under K.S.A. 12-517, *et seq.* The annexation ordinance has been reviewed by the Law Department and approved as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the annexation, place the ordinance on first reading, authorize the necessary signatures and instruct the City Clerk to publish the ordinance after approval on second reading.

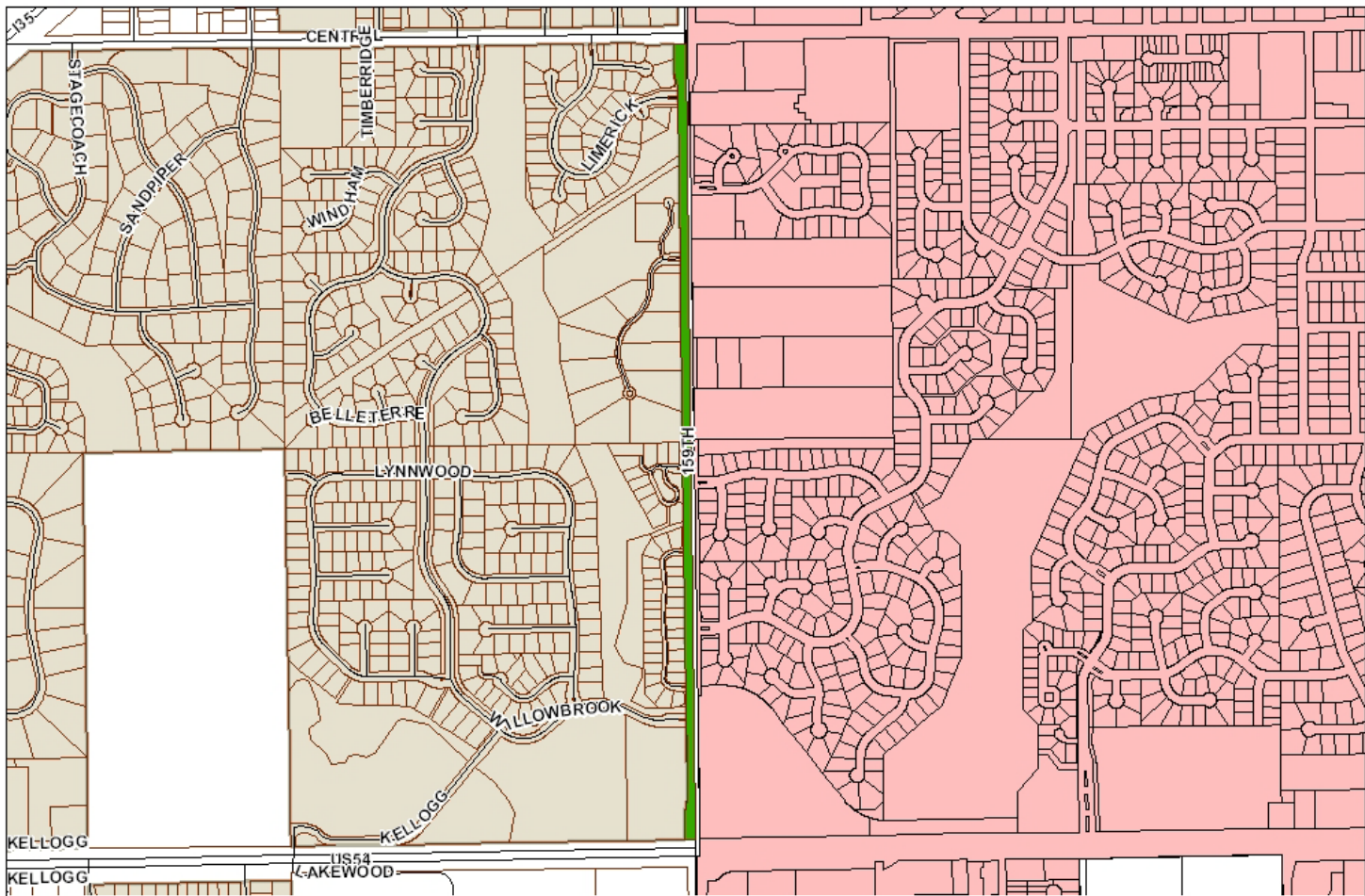
**Attachments:** Map Sheet  
Ordinance

An ordinance including and incorporating certain blocks, parcels, pieces, and tracts of land within the limits and boundaries of the City of Wichita, Kansas, and relating thereto.

General Location:

Right-of-way for 159<sup>th</sup> Street East, from Kellogg Drive to Central Avenue

Address:		Reason(s) for Annexation:	
6.1	Area in Acres	X	Request
0	Existing population (est.)		Unilateral
0	Existing dwelling units		Island
0	Existing industrial/commercial units		Other:
Existing zoning:		N/A	



- ANNEXATION AREA
- WICHITA
- ANDOVER
- UNINCORPORATED

Software: ArcGIS  
Map Data Source: City of Wichita, Sedgwick County  
Prepared: 2/20/09  
It is understood that while the City of Wichita Data Center Geographical Information Systems Department have no indication and reason to believe that there are inaccuracies in information incorporated in the base map, the Data Center-GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or data displayed.  
Note: Public property represented on this map is not intended to be inclusive.



PUBLISHED IN THE WICHITA EAGLE ON\_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN  
BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE  
LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS.  
(A12-05)

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA,  
KANSAS:

SECTION 1. The governing body, under the authority of K.S.A. 12-517, et seq, hereby annexes the following right-of-way segments and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District II:

That part of 159th Street Right-of-Way lying in Section 24, Township 27 South, Range 2 East of the 6th Principle Meridian, Sedgwick County, Kansas, between the north right-of-way of U.S Hiway 54 and a point located 75 feet south of the north line of said Section 24.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

SECTION 3. That the City Attorney be and he is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this \_\_\_\_\_.

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

Wichita, Kansas  
July 2, 2012  
10:00 a.m., Monday  
First Floor Board Room

#### MINUTES - BOARD OF BIDS AND CONTRACTS\*

The Board of Bids and Contracts met with Alan King, Director of Public Works & Utilities, Engineering in the Chair; Kelly Carpenter Director of Finance, Mark Manning Budget Officer, Melinda Walker Purchasing Manager, Clarence Rose, Senior Buyer, representing Purchasing, Brian McLeod Law Department, Megan Buckmaster representing the City Manager's Office, Karen Sublett, City Clerk, and members of the general public present.

Minutes of the regular meeting dated June 25, 2012, were read and on motion approved.

Bids were opened on June 29, 2012, pursuant to advertisements published on:

1. Minutes of the regular meeting dated June 25, 2012, were read and on motion approved.
2. Bids were opened on June 29, 2012, pursuant to advertisements published on:

#### **WICHITA AIRPORT AUTHORITY/OPERATIONS DIVISION: New Storefront Glass & the Modifications of Existing Storefront Glass for the TSA Checkpoint Area at Mid-Continent Airport**

Lewis Street Glass \* - \$51,598.00

\*Purchases utilizing No Bids Received Ordinance No. 35-856, Section 2(d)

The Purchasing Division recommended that the contract be awarded as outlined above, negotiated by the Purchasing Manager as per Ordinance listed above.

On motion the Board recommended that the contract be awarded as outlined above.

3. Bids were opened on February 24, 2012, pursuant to advertisements published on:

#### **WICHITA AIRPORT AUTHORITY/ENGINEERING: Wichita Mid-Continent Airport – Air Capital Terminal 3 – New Terminal Building.**

Key/Walbridge a Joint Venture- \$101, 500, 542.00 Base Bid\*

\*Defer Award to July 10, 2012 due to pending protest

#### **4. WICHITA AIRPORT AUTHORITY/ENGINEERING: Wichita Mid-Continent Airport – Air Capital Terminal 3 – New Terminal Building Bid Protest.**

Protest appeal from Dondlinger/Hunt Joint Venture, from the WAA staff determination of non-responsiveness. Appeal from Contract Compliance Officer Decision of June 22, 2012. Arguments and documents presented by representatives from both Dondlinger/Hunt and WAA staff. On motion, the Board of Bids recessed to executive session for deliberation, and returned without action.

On motion the Board of Bids recessed to Tuesday, July 3, 2012 at 1:00 p.m. in 1<sup>st</sup> floor Board Room, City Hall, at which time it will continue to deliberate the bid protest appeal.

On motion the Board of Bids adjourned.

---

Alan King, Director  
Public Works and Utilities

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Karen Sublett, MMC  
City Clerk

## FORMAL BID REPORT

TO: Robert Layton, City Manager  
DATE: July 2, 2012

## WICHITA AIRPORT AUTHORITY BIDS – VICTOR WHITE, DIRECTOR OF AIRPORTS

June 29, 2012

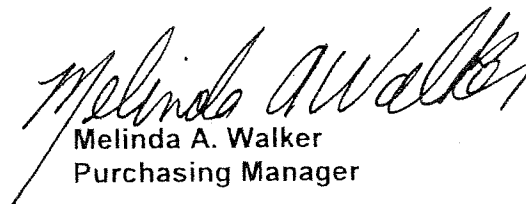
New Storefront Glass & the Modifications of Existing Storefront Glass for the TSA Checkpoint Area at Mid-Continent Airport – Wichita Airport Authority/Operations Division

**Lewis Street Glass**                      **No Bids Received, Ordinance No. 35-856, Section 2(d)**                      **\$51,598.00**

Wichita Mid-Continent Airport – Air Capital Terminal 3 New Terminal Building – Wichita Airport Authority/Engineering Division (Defer Award to July 10, 2012, Pending Protest)

**Key/Walbridge A Joint Venture**                      **Base Bid**                      **\$101,500,542.00**

ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.



Melinda A. Walker  
Purchasing Manager



## Bid Results

[Registration](#) [Solicitations](#) [Document Inquiry](#) [Login](#) [Help](#)

Solicitations are displayed alongside requisitioning departments and closing dates. To view results, click the solicitation number. **Hint:** Filter Solicitations by entering search terms into any or all of the filter criteria fields. The "Filter" button displays the desired results.

## Solicitations Filter:

Department: All Departments

Solicitation #: FB240088

Solicitation Close Date -

From: APR

03

2012

To: JUL

02

2012

Department

Solicitation

Solicitation Description

Close Date

Bids

Export To  
Excel

Airport Operations

FB240088

Glass Installation &amp; Modification at ICT

6/29/2012

0

n/a



POWERED BY



July 2, 2012

## Purchases Utilizing No Bids Received

### Ordinance No. 35-856 Section 2. (d)

**SUBJECT:** Furnish labor, material and equipment to furnish and install new storefront glass and the modification of the existing storefront glass for the TSA checkpoint area at Mid-Continent Airport (ICT). No Bids received on FB240088 opened on 06-29-2012

FOR A TOTAL OF \$51,598

Department: Wichita Airport Authority/Operations Division

Vendor	Reference Authority	Cost
Lewis Street Glass	Ordinance No. 35-856 Section 2 (d)	\$51,598.00



## Bid Results

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This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor   Group   Line

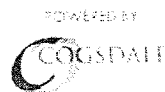
Solicitation: **FB130271**   New Terminal Building

Close Date/Time: 2/24/2012 2:00 PM CST

Solicitation Type: **Formal Bid**[Return to the Bid List](#)Award Method: **Group**Department: **Airport Engineering**Responses: **10**

Vendors	Complete	Bid Total	City Comments
<a href="#">DONDLINGER/HUNT A JOINT VENTURE LLC</a>	Complete	\$97,410,742.00	Base Bid: \$99,370,542.00; Non-Responsive Bid
<a href="#">KEY/WALBRIDGE A JOINT VENTURE</a>	Complete	\$99,650,542.00	Base Bid: \$101,500,542.00; Defer Award 7-10-12 Pending Protest, Wichita Airport Authority/Eng. Div.
<a href="#">MW BUILDERS INC</a>	Complete	\$100,270,000.00	Base Bid: \$101,847,000.00
<a href="#">CROSSLAND CONSTRUCTION CO INC</a>	Complete	\$100,649,060.00	Base Bid: \$101,945,542.00
<a href="#">ARCHER WESTERN CONSTRUCTION, LLC</a>	Complete	\$101,593,000.00	Base Bid: \$103,493,000.00; Non-Responsive Bid
<a href="#">PCL CONSTRUCTION SERVICES, INC.</a>	Complete	\$102,135,542.00	Base Bid: \$104,119,542.00; Non-Responsive Bid
<a href="#">FLINTCO LLC</a>	Complete	\$105,597,376.00	Base Bid: \$107,444,376.00
<a href="#">FH PASCHEN SN NIELSEN &amp; ASSOCIATES LLC</a>	Complete	\$105,710,000.00	Base Bid: \$107,160,000.00
<a href="#">HENSEL PHELPS CONSTRUCTION CO</a>	Complete	\$106,477,942.00	Base Bid: \$108,334,942.00
<a href="#">MERRY TECHNOLOGY INC</a>	Partial	\$141,590,542.00	Base Bid: \$141,590,542.00; Non-Responsive Bid

BIDS ARE WITHIN ENGINEERS ESTIMATE

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Bid Results

This page summarizes bids by the totals for each group listed on the solicitation.

Vendor Group Line

Solicitation: **FB130271** New Terminal Building

Close Date/Time: 2/24/2012 2:00 PM CST

Solicitation Type: **Formal Bid**

[Return to the Bid List](#)

Award Method: **Group**

Responses: **10**

Department: **Airport Engineering**

Go to: **1**

**Group 1**

**Vendors**

Complete

Group Total  
Net Bid

[DONDLINGER/HUNT A JOINT VENTURE LLC](#)

Complete

\$99,370,542.00

[KEY/WALBRIDGE A JOINT VENTURE](#)

Complete

\$101,500,542.00

[MW BUILDERS INC](#)

Complete

\$101,847,000.00

[CROSSLAND CONSTRUCTION CO INC](#)

Complete

\$101,945,542.00

[ARCHER WESTERN CONSTRUCTION, LLC](#)

Complete

\$103,493,000.00

[PCL CONSTRUCTION SERVICES, INC.](#)

Complete

\$104,119,542.00

[FH PASCHEN SN NIELSEN & ASSOCIATES LLC](#)

Complete

\$107,160,000.00

[FLINTCO LLC](#)

Complete

\$107,444,376.00

[HENSEL PHELPS CONSTRUCTION CO](#)

Complete

\$108,334,942.00

[MERRY TECHNOLOGY INC](#)

Complete

\$141,590,542.00

[Top of the Page](#)

**Group 2**

**Vendors**

Complete

Group Total  
Net Bid

[PCL CONSTRUCTION SERVICES, INC.](#)

Complete

(\$1,984,000.00)

[DONDLINGER/HUNT A JOINT VENTURE LLC](#)

Complete

(\$1,959,800.00)

[ARCHER WESTERN CONSTRUCTION, LLC](#)

Complete

(\$1,900,000.00)

[HENSEL PHELPS CONSTRUCTION CO](#)

Complete

(\$1,857,000.00)

[KEY/WALBRIDGE A JOINT VENTURE](#)

Complete

(\$1,850,000.00)

[FLINTCO LLC](#)

Complete

(\$1,847,000.00)

[MW BUILDERS INC](#)

Complete

(\$1,577,000.00)

[FH PASCHEN SN NIELSEN & ASSOCIATES LLC](#)

Complete

(\$1,450,000.00)

[CROSSLAND CONSTRUCTION CO INC](#)

Complete

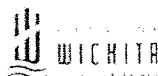
(\$1,296,482.00)

[MERRY TECHNOLOGY INC](#)

In-Complete

\$0.00

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## Bid Results

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This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor   Group   Line

Solicitation: **FB130271**   New Terminal Building

Close Date/Time: 2/24/2012 2:00 PM CST

Solicitation Type: **Formal Bid**[Return to the Bid List](#)Award Method: **Group**Responses: **10**Department: **Airport Engineering**

Go to: 001

Line 001   BASE BID: NEW TERMINAL BUILDING PROJECT							
Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments	
DONDLINGER/HUNT A JOINT VENTURE LLC	1	Lump Sum	\$86,980,000.0000	\$86,980,000.00	Complete		
KEY/WALBRIDGE A JOINT VENTURE	1	Lump Sum	\$88,800,000.0000	\$88,800,000.00	Complete		
MW BUILDERS INC	1	Lump Sum	\$89,179,458.0000	\$89,179,458.00	Complete		
CROSSLAND CONSTRUCTION CO INC	1	Lump Sum	\$89,455,000.0000	\$89,455,000.00	Complete		
ARCHER WESTERN CONSTRUCTION, LLC	1	Lump Sum	\$90,002,458.0000	\$90,002,458.00	Complete		
PCL CONSTRUCTION SERVICES, INC.	1	Lump Sum	\$91,549,000.0000	\$91,549,000.00	Complete		
FH PASCHEN SN NIELSEN & ASSOCIATES LLC	1	Lump Sum	\$94,729,458.0000	\$94,729,458.00	Complete		
FLINTCO LLC	1	Lump Sum	\$94,742,834.0000	\$94,742,834.00	Complete		
HENSEL PHELPS CONSTRUCTION CO	1	Lump Sum	\$95,600,000.0000	\$95,600,000.00	Complete		
MERRY TECHNOLOGY INC	1	Lump Sum	\$129,000,000.0000	\$129,000,000.00	Complete		

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Line 002   BASE BID: UNSUITABLE EXCAVATION AND REPLACEMENT (01 7420)							
Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments	
DONDLINGER/HUNT A JOINT VENTURE LLC	20000	Cubic Yard	\$20.0000	\$400,000.00	Complete		
FH PASCHEN SN NIELSEN & ASSOCIATES LLC	20000	Cubic Yard	\$22.0000	\$440,000.00	Complete		
CROSSLAND CONSTRUCTION CO INC	20000	Cubic Yard	\$25.0000	\$500,000.00	Complete		
PCL CONSTRUCTION SERVICES, INC.	20000	Cubic Yard	\$29.0000	\$580,000.00	Complete		
MERRY TECHNOLOGY INC	20000	Cubic Yard	\$30.0000	\$600,000.00	Complete		
MW BUILDERS INC	20000	Cubic Yard	\$33.8500	\$677,000.00	Complete		
KEY/WALBRIDGE A JOINT VENTURE	20000	Cubic Yard	\$35.5000	\$710,000.00	Complete		

FLINTCO LLC	20000	Cubic Yard	\$35.5500	\$711,000.00	Complete
HENSEL PHELPS CONSTRUCTION CO	20000	Cubic Yard	\$37.2200	\$744,400.00	Complete
ARCHER WESTERN CONSTRUCTION, LLC	20000	Cubic Yard	\$75.0000	\$1,500,000.00	Complete

Top of the Page**Line 003** BASE BID: ALLOWANCE FOR IT/COMMUNICATIONS (01 2100-3.1, A) ENTER \$9,217,000.00 ON THE BID FORM

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MERRY TECHNOLOGY INC	1	Lump Sum	\$9,217,000.0000	\$9,217,000.00	Complete	
CROSSLAND CONSTRUCTION CO INC	1	Lump Sum	\$9,217,000.0000	\$9,217,000.00	Complete	
HENSEL PHELPS CONSTRUCTION CO	1	Lump Sum	\$9,217,000.0000	\$9,217,000.00	Complete	
PCL CONSTRUCTION SERVICES, INC.	1	Lump Sum	\$9,217,000.0000	\$9,217,000.00	Complete	
FH PASCHEN SN NIELSEN & ASSOCIATES LLC	1	Lump Sum	\$9,217,000.0000	\$9,217,000.00	Complete	
ARCHER WESTERN CONSTRUCTION, LLC	1	Lump Sum	\$9,217,000.0000	\$9,217,000.00	Complete	
FLINTCO LLC	1	Lump Sum	\$9,217,000.0000	\$9,217,000.00	Complete	
DONDLINGER/HUNT A JOINT VENTURE LLC	1	Lump Sum	\$9,217,000.0000	\$9,217,000.00	Complete	
MW BUILDERS INC	1	Lump Sum	\$9,217,000.0000	\$9,217,000.00	Complete	
KEY/WALBRIDGE A JOINT VENTURE	1	Lump Sum	\$9,217,000.0000	\$9,217,000.00	Complete	

Top of the Page**Line 004** BASE BID: ALLOWANCE FOR FURNISHINGS/EQUIPMENT (01 2100-3.1, B) ENTER \$2,773,542.00 ON THE BID FORM.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
KEY/WALBRIDGE A JOINT VENTURE	1	Lump Sum	\$2,773,542.0000	\$2,773,542.00	Complete	
MW BUILDERS INC	1	Lump Sum	\$2,773,542.0000	\$2,773,542.00	Complete	
DONDLINGER/HUNT A JOINT VENTURE LLC	1	Lump Sum	\$2,773,542.0000	\$2,773,542.00	Complete	
FLINTCO LLC	1	Lump Sum	\$2,773,542.0000	\$2,773,542.00	Complete	
ARCHER WESTERN CONSTRUCTION, LLC	1	Lump Sum	\$2,773,542.0000	\$2,773,542.00	Complete	
FH PASCHEN SN NIELSEN & ASSOCIATES LLC	1	Lump Sum	\$2,773,542.0000	\$2,773,542.00	Complete	
PCL CONSTRUCTION SERVICES, INC.	1	Lump Sum	\$2,773,542.0000	\$2,773,542.00	Complete	
HENSEL PHELPS CONSTRUCTION CO	1	Lump Sum	\$2,773,542.0000	\$2,773,542.00	Complete	
CROSSLAND CONSTRUCTION CO INC	1	Lump Sum	\$2,773,542.0000	\$2,773,542.00	Complete	
MERRY TECHNOLOGY INC	1	Lump Sum	\$2,773,542.0000	\$2,773,542.00	Complete	

Top of the Page**Line 005** ALTERNATIVE BID: NEW TERMINAL BUILDING PROJECT- ALTERNATE BID (01 2300-3.1, A.1)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
PCL CONSTRUCTION SERVICES,	1	Lump	(\$1,984,000.0000)	(\$1,984,000.00)	Complete	

INC.		Sum				
DONDLINGER/HUNT A JOINT VENTURE LLC	1	Lump Sum	(\$1,959,800.0000)	(\$1,959,800.00)	Complete	Alternative Bid: \$85,020,200.00
ARCHER WESTERN CONSTRUCTION, LLC	1	Lump Sum	(\$1,900,000.0000)	(\$1,900,000.00)	Complete	
HENSEL PHELPS CONSTRUCTION CO	1	Lump Sum	(\$1,857,000.0000)	(\$1,857,000.00)	Complete	
KEY/WALBRIDGE A JOINT VENTURE	1	Lump Sum	(\$1,850,000.0000)	(\$1,850,000.00)	Complete	
FLINTCO LLC	1	Lump Sum	(\$1,847,000.0000)	(\$1,847,000.00)	Complete	
MW BUILDERS INC	1	Lump Sum	(\$1,577,000.0000)	(\$1,577,000.00)	Complete	
FH PASCHEN SN NIELSEN & ASSOCIATES LLC	1	Lump Sum	(\$1,450,000.0000)	(\$1,450,000.00)	Complete	
CROSSLAND CONSTRUCTION CO INC	1	Lump Sum	(\$1,296,482.0000)	(\$1,296,482.00)	Complete	
<u>MERRY TECHNOLOGY INC</u>					No Bid.	

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